



Putting  
Children  
First

# BOARD OF EDUCATION MEETING AND WORKSHOP

## AMENDED

### Board of Education Members

Christina Pritchett, President (Trustee Area 3)  
Lisa Murawski, Vice President (Trustee Area 1)  
Darrel Woo, Second Vice President (Trustee Area 6)  
Leticia Garcia (Trustee Area 2)  
Jamee Villa (Trustee Area 4)  
Chinua Rhodes (Trustee Area 5)  
Lavinia Grace Phillips (Trustee Area 7)  
Isa Sheikh, Student Member

Thursday, May 20, 2021

4:30 p.m. Closed Session

6:00 p.m. Open Session

### Serna Center

Community Conference Rooms  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
(See Notice to the Public Below)

## AGENDA

2020/21-37

*Allotted Time*

4:30 p.m. 1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

### NOTICE OF PUBLIC ATTENDANCE BY LIVESTREAM

Members of the public who wish to attend the meeting may do so by livestream at: <https://www.scusd.edu/post/watch-meeting-live>. No physical location of the meeting will be provided to the public.

2.0 ANNOUNCEMENT AND PUBLIC COMMENT REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION

### NOTICE OF PUBLIC COMMENT AND DEADLINE FOR SUBMISSION:

Public comment may be (1) emailed to [publiccomment@scusd.edu](mailto:publiccomment@scusd.edu); (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/SCUSDcommentMay20>; or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written comment. Regardless of the method by which public comment is submitted, including a request for oral comment, the submission deadline for closed and open session items shall be no later than noon, May 20. Individual public comment shall be presented to the Board orally for no more than two minutes, or other time determined by the Board on each agenda item. Public comments submitted in writing will not be read aloud, but will be provided to the Board in advance of the meeting and posted on the District's website. The Board shall limit the total time for public comment presented on each agenda item, including communications and organizational reports, to 15 minutes in length. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the agenda item and the number of public comments.

### 3.0 CLOSED SESSION

*While the Brown Act creates broad public access rights to the meetings of the Board of Education, it also recognizes the legitimate need to conduct some of its meetings outside of the public eye. Closed session meetings are specifically defined and limited in scope. They primarily involve personnel issues, pending litigation, labor negotiations, and real property matters.*

#### 3.1 Government Code 54956.9 - Conference with Legal Counsel:

- a) Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (San Joaquin County Superior Court Case No. STK-CV-UBC-2019-0007274 and OAH Case No. 2021120235)
- b) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (Two Potential Cases)

#### 3.2 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (District Representative Pam Manwiller)

#### 3.3 Government Code 54957 – Public Employee Discipline/Dismissal/Release/Reassignment

#### 3.4 Government Code 54957 – Public Employee Appointment

- a) Principal, Arthur A. Benjamin Health Professions High School

### 6:00 p.m. 4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

#### 4.1 The Pledge of Allegiance

#### 4.2 Broadcast Statement

#### 4.3 Stellar Student – Hina Stanikzai, a 7<sup>th</sup> Grade student at Albert Einstein Middle School

### 6:05 p.m. 5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

### 6:10 p.m. 6.0 AGENDA ADOPTION

### 6:15 p.m. 7.0 PUBLIC COMMENT

15 minutes

*Public comment may be (1) emailed to [publiccomment@scusd.edu](mailto:publiccomment@scusd.edu); (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/SCUSDcommentMay20>; or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written comment. Regardless of the method by which public comment is submitted, including a request for oral comment, the submission deadline shall be no later than noon, May 20 for any agenda item. Individual public comment shall be presented to the Board orally for no more than two minutes or other time determined by the Board, on each agenda item. Public comments submitted in writing will not be read aloud, but will be provided to the Board in advance of the meeting and posted on the District's website. The Board shall limit the total time for public comment presented on each agenda item, including communications and organizational reports, to 15 minutes in length. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the agenda item and the number of public comments.*

6:30 p.m. **8.0 COMMUNICATIONS**

8.1 *Employee Organization Reports:*

**Information**  
15 minutes

- SCTA

6:45 p.m. **9.0 SPECIAL PRESENTATION**

9.1 *Approve Resolutions:*

**Action**

- *Classified School Employee Week, May 16-22, 2021*
- *Mental Health Awareness Month*

10 minute presentation  
10 minute discussion  
**(Roll Call Vote)**

9.2 *Seal of Biliteracy Awards (Christine Baeta and Matt Turkie)*

**Information**  
10 minute presentation  
10 minute discussion

9.3 *Update on Re-Opening Memorandums of Understanding and Next Steps (Presenter TBD)*

**Information**  
20 minute presentation  
20 minute discussion

**10.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES**

8:05 p.m. 10.1 *Approve 2020-21 Third Interim Financial Report and FCMAT Update (Rose Ramos)*

**Action**  
10 minute presentation  
20 minute discussion  
**Roll Call Vote**

8:35 p.m. 10.2 *Local Control Accountability Plan Update (Vincent Harris and Steven Ramirez Fong)*

**Information**  
20 minute presentation  
20 minute discussion

9:15 p.m. 10.3 *Approve AB 1200 Disclosure and Approval of One-Time Stipend for Health and Safety Trainings for Non-Represented/Confidential Employees for Onsite Training for Safely Reopening Schools to In-Person Instruction Services (Rose Ramos)*

**Action**  
5 minute presentation  
5 minute discussion  
**Roll Call Vote**

9:25 p.m. 10.4 *Approve Revised 2020-2021 Superintendent's Cabinet Salary Schedule (Jorge A. Aguilar and Cancy McArn)*

**Action**  
5 minute presentation  
5 minute discussion  
**Roll Call Vote**

**11.0 PUBLIC HEARING**

9:35 p.m. 11.1 *Adopt Revision of Board Policy 5113, Absences and Excuses (Victoria Flores and Isa Sheikh)*

**Action**  
5 minute presentation  
5 minute discussion  
**Roll Call Vote**

- 9:45 p.m.      11.2    *Adopt Revision of Board Policy 5141.52, Suicide Prevention (Victoria Flores)*      **Action**  
5 minute presentation  
5 minute discussion  
**Roll Call Vote**
- 9:55 p.m.      11.3    *First Reading of Revised Board Policy 5146, Married/Pregnant/Parenting Students (Victoria Flores)*      **First Reading**  
5 minute presentation  
5 minute discussion
- 10:05 p.m.    **12.0    CONSENT AGENDA**      **Action**  
2 minutes  
**(Roll Call Vote)**

*Generally routine items are approved by one motion without discussion. The Superintendent or a Board member may request an item be pulled from the consent agenda and voted upon separately.*

**12.1    Items Subject or Not Subject to Closed Session:**

- 12.1a    *Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Rose F. Ramos)*
- 12.1b    *Approve Personnel Transactions (Cancy McArn)*
- 12.1c    *Approve Donations to the District for the Period of April 1-30, 2021 (Rose Ramos)*
- 12.1d    *Approve Business and Financial Report: Warrants, Checks, and Electronic Transfers Issued for the Period of April 1-30, 2021 (Rose Ramos)*
- 12.1e    *Approve Minutes of the April 22, 2021, Board of Education Meeting (Jorge A. Aguilar)*
- 12.1f    *Approve Minutes of the April 28, 2021, Board of Education Special Meeting (Jorge A. Aguilar)*
- 12.1g    *Approve Minutes of the May 3, 2021, Board of Education Special Meeting (Jorge A. Aguilar)*

- 10:07 p.m.    **13.0    BUSINESS AND FINANCIAL INFORMATION/REPORTS**      **Receive Information**
- 13.1    *Business and Financial Information:*
- *Purchase Order for the Period of March 15, 2021, through April 14, 2021 (Rose Ramos)*
- 13.2    *Head Start Reports (Christine Baeta and Jacquie Bonini)*

10:10 p.m. **14.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ June 10, 2021 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting
- ✓ June 24, 2021 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting

10:15 p.m. **15.0 ADJOURNMENT**

*NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Board of Education Office at (916) 643-9314 at least 48 hours before the scheduled Board of Education meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54953.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)] Any public records distributed to the Board of Education less than 72 hours in advance of the meeting and relating to an open session item will be available on the District's website at [www.scusd.edu](http://www.scusd.edu)*



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1

**Meeting Date:** May 20, 2021

**Subject:**

- **Resolution No. 3206: Recognition of Classified School Employees Week, May 16-22, 2021**
- **Resolution No. 3207: Mental Health Awareness Month**

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Human Resource Services

**Recommendation:**

Approve Resolution No 3206: Recognition of Classified School Employees Week, May 16-22, 2021

Approve Resolution No. 3207: Mental Health Awareness Month

**Background/Rationale:** The California Department of Education encourages recognition of Classified School Employees week: May 16-22, 2021.

According to California Education Code Section 45460, the third full week in May is designated as Classified School Employee Week. All public schools shall annually observe that week in recognition of classified school employees and the contributions they make to the educational community.

The District understands the valuable impact the Classified employees have on our students, families, and District as a whole. Classified employees are a valuable asset and should be praised for the excellent work they engage in on a daily basis.

May is Mental Health Awareness Month and provides a time to highlight the importance of positive mental health for our students, families and community. The District recognizes the responsibility to raise awareness and reduce the stigma and discrimination associated with mental illness and seeking treatment. The District honors the many supports and services available within our District that address and promote

the social-emotional needs and skills of our students, including launching a new youth-focused grace app (Giving Care and Resources Every Day) that provides youth responsive care, support and resources in a preferred format.

**Financial Considerations:** N/A

**LCAP Goal:** Safe, Emotionally Healthy, and Engaged Students

**Documents Attached:**

1. Resolution No. 3206
2. Resolution No. 3207

<p><b>Estimate time of Presentation:</b> 5 minutes <b>Submitted by:</b> Cancy McArn, Chief Human Resources Officer <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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**SACRAMENTO CITY UNIFIED SCHOOL  
DISTRICT BOARD OF EDUCATION**

**RESOLUTION No. 3206**

**RECOGNITION OF CLASSIFIED SCHOOL EMPLOYEES  
WEEK, MAY 16-22, 2021**

**WHEREAS**, the education of youth is essential to the future of our community, state, country, and work; and

**WHEREAS**, classified employees play an essential role in the public education system; and

**WHEREAS**, classified employees work directly with students, educators, parents, volunteers, business partners, and community members; and

**WHEREAS**, classified employees support the smooth operations of so many facets of everyday experiences of students, teachers, and administrators including offices, the safety, and maintenance of buildings, property, the safe transportation, health nutrition, and indirect instruction of students; and

**WHEREAS**, our community depends upon and trusts classified employees to serve students; and

**WHEREAS**, classified employees, with their diverse talent and true dedication, nurture students throughout their school years; and

**NOW, THEREFORE, BE IT RESOLVED** that the Sacramento City Unified School District Board of Education does hereby proclaim May 16-22, 2021, to be Classified Employee Appreciation Week.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 20th day of May 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTESTED TO:

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Christina Pritchett  
President of the Board of Education

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Jorge A. Aguilar  
Superintendent



**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION**

**RESOLUTION NO. 3207**

**RECOGNITION OF MAY IS MENTAL HEALTH AWARENESS MONTH**

**WHEREAS**, May has been designated as Mental Health Awareness Month dedicated to raising awareness of youth, their families and all community members who experience emotional, behavioral and mental health challenges; and

**WHEREAS**, children and youth experiencing mental, emotional and behavioral health needs and their families can achieve a better quality of life with effective culturally relevant and responsive resources, treatments and community support within a system of care; and

**WHEREAS**, we recognize that untreated or unrecognized mental health issues may lead to low school attendance, academic concerns, family conflicts, substance abuse, and even suicide attempts or death by suicide; and

**WHEREAS**, a focus on prevention and early intervention efforts greatly reduces the number of children experiencing serious mental health conditions; and

**WHEREAS**, children, youth and adults can recover from mental illness and lead full, productive lives in the community; and

**WHEREAS**, addressing the complex mental health needs of our children, youth, and families place upon our community and school district critical responsibility to support and respond; and

**WHEREAS**, research indicates that school mental health programs improve educational outcomes, such as decreasing absences and discipline referrals, and improving academic achievement; and

**WHEREAS**, public awareness of the importance of mental health and well-being and the reducing stigma associated with mental health struggles allows community members of all ages to find acceptance and understanding in their communities; and

**NOW, THEREFORE, BE IT RESOLVED** that the Sacramento City Unified School District Board of Education recognizes May as Mental Health Awareness Month in honor of raising awareness and reducing the stigma and discrimination associated with mental illness and seeking treatment.

**BE IT FURTHER RESOLVED** that Sacramento City Unified School District is commended for the ongoing work that they have undertaken to address the social and emotional needs of our students, raise mental health awareness through activities such as launching of the youth-focused grace app (Giving Care and Resources Every Day), and providing ongoing support and resources for the mental well-being of our students, families, staff and community.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 20th day of May, 2021, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

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Christina Pritchett  
President of the Board of Education  
ATTESTED TO:

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Jorge A. Aguilar  
Secretary of the Board of Education



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.2

**Meeting Date:** May 20<sup>th</sup>, 2021

**Subject:** Seal of Biliteracy Awards

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Academic Office

**Recommendation:** Information Only

**Background/Rationale:**

The Seal of Biliteracy is a recognition conferred by the State Superintendent of Public Instruction for graduating high school students who have attained a high level of proficiency in speaking, reading, and writing in one or more languages in addition to English. This year to qualify for the State Seal of Biliteracy, high school graduates must have met one of the following criteria:

- Students must have a minimum of 2.0 grade point average in all 4 years of their English Language Course work AND a minimum 3.0 grade point average in all 4 years of a world language course work
- OR Students must pass a world language advanced placement test (AP) with a 4 or a 5
- OR Students must pass the Sacramento County Office of Education World Language Test both in written and oral language.

A total of 582 students were awarded the seal of biliteracy in 17 languages

**Financial Considerations:** N/A

**LCAP Goal(s):** College and Career Readiness

**Documents Attached:**

None

<p><b>Estimated Time of Presentation:</b> 10 minutes <b>Submitted by:</b> Matt Turkie, Assistant Superintendent of Curriculum and Instruction <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION**

Agenda Item# 9.3

**Meeting Date:** May 20, 2021

**Subject:** Update on Re-Opening Memorandum of Understandings and Next Steps

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Legal Services

**Recommendation:** N/A

**Background/Rationale:** As the Sacramento City Unified School District has begun re-opening safely for in-person instruction for students, staff, families and our community, the District has worked with bargaining groups to ensure the safety and success for all. This presentation will be an update on various MOUs with bargaining groups and the status thereof.

**Financial Considerations:** N/A

**LCAP Goals:** College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Empowerment; Operational Excellence

**Documents Attached:**

N/A

<p><b>Estimated Time of Presentation:</b> 20 minutes <b>Submitted by:</b> Raoul Bozio, In-House Counsel <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1

**Meeting Date:** May 20, 2021

**Subject:** Approve 2020-21 Third Interim Financial Report and FCMAT Update

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Business Services

**Recommendation:** Approve the 2020-21 Third Interim Financial Report.

**Background/Rationale:** Education Code Section 42130 requires school districts to prepare Interim Financial Reports each year. The intent of these reports is to provide an “early warning” system to indicate whether a district can meet its current or future year financial obligations. This is the third of three interim financial reports presented to the Board of Education for the 2020-21 fiscal year. The report provides actual financial information as of April 30, 2021, projections for the remaining 2020-21 fiscal year and multi-year projections for 2021-22 and 2022-23 fiscal years.

**Financial Considerations:** The District is working closely with the Sacramento County Fiscal Advisor to address the disapproval of the 2020-21 adopted budget and the negative certification of the 2020-21 Second Interim Financial Report.

The 2020-21 Third Interim Financial Report projects that the district is deficit spending in 2021-22 and 2022-23 but will meet the required 2% Reserve for Economic Uncertainty for all three fiscal years.

**LCAP Goal(s):** Family and Community Empowerment; College, Career and Life Ready Graduates; Operational Excellence

**Documents Attached:**

1. Executive Summary
2. FCMAT Fiscal Health Risk Analysis Update
3. 2020-21 Third Interim Financial Report

**Estimated Time:** 10 Minutes

**Submitted by:** Rose Ramos, Chief Business Officer

**Approved by:** Jorge A. Aguilar, Superintendent

# Board of Education Executive Summary

## Business Services

2020-2021 Third Interim Financial Report

May 20, 2021



### I. OVERVIEW/HISTORY:

Interim financial reports provide information on district's financial condition for the fiscal year and two subsequent years. The Governing Board of a school district certifies the district's financial condition to the county office of education through these reports. The Third Interim Report reflects actual financial activity for the period of July 1st through April 30<sup>th</sup> and projects financial activity through June 30<sup>th</sup>, 2021. The Third Interim Report contains summarized and detailed budget information, multi-year projections, and estimated cash flow reports. The State budget and budget guidelines provided by the California Department of Education, Department of Finance, county office of education, School Services of California, and other professional organizations provide the guidance for districts to develop and modify their budgets

This is the third of the interim financial reports presented to the Governing Board for the 2020-21 fiscal year.

The District's 2020-21 revised adopted budget was disapproved by Sacramento County Office of Education (SCOE) due to the District's projected on-going structural deficit, extreme cash flow issues, negative fund balance projections and conclusions presented in the September 15, 2020 FCMAT letter. This represents the third consecutive budget that has been disapproved by SCOE. The Governing Board voted to waive the formation of the Budget Review Committee and the waiver was approved by California Department of Education. The District has been working with the Fiscal Advisor assigned by SCOE.

The 2018-19 disapproved budget qualified the District to receive independent auditing support from the Fiscal Crisis and Management Assistance Team (FCMAT). At no cost to the District, FCMAT conducted a Fiscal Health Risk Analysis Study of the District in October 2018. FCMAT presented the findings to the Governing Board at the December 13, 2018 Board Meeting. A matrix titled FCMAT Fiscal Health Risk Analysis was created to track the District's progress to correct the findings. The District and the SCOE assigned Fiscal Advisor have worked together to implement FCMAT's recommendations.

The District provides regular updates on the progress made to address the FCMAT findings with each interim financial report. Following is a summary of the findings attempted, completed and remaining as of May 14, 2021.

## Board of Education Executive Summary

### Business Services

2020-2021 Third Interim Financial Report

May 20, 2021

FCMAT Updates Presented	Number Identified FCMAT Findings	FCMAT Findings Updated this period	FCMAT Findings Completed this period	FCMAT Findings Completed	FCMAT Findings Remaining
February 28, 2019	60	28	0	0	60
April 11, 2019	60	18	18	18	42
June 13, 2019	60	23	1	19	41
July 23, 2019	60	10	0	19	41
November 20, 2019	60	31	7	26	34
December 19, 2019	60	0	0	26	34
March 19, 2020	60	26	1	27	33
May 8, 2020	60	36	*1	26	34**
December 10, 2020	60	28	1	27	33
March 18, 2021	60	21	3	30	30
May 20, 2021	60	20	0	30	30

\*one item was moved to "completed" status while another item was moved from "complete" to "in progress".

\*\*two items were moved from "completed" status to "in progress" during the May 8, 2020 update.

A report of the updated findings is included in the 3<sup>rd</sup> Interim documents and can also be found on the District's financial webpage at <https://www.scusd.edu/fcmat>.

## II. Driving Governance:

- Education Code Section 42130 requires school districts to prepare interim financial reports each fiscal year. The requirement includes filing two interim financial reports. The First Interim Report, as of October 31st, requires Board approval by December 15th. The Second Interim Report, as of January 31st, requires Board approval by March 15th. If the District is in qualified or negative status, a Third Interim is required as of April 30, and requires Board approval by June 1st. All reports required shall be in a format or on forms prescribed by the Superintendent of Public Instruction.
- Education Code section 42131 requires the Board of Education to certify, in writing, whether the district is able to meet its financial obligations for the remainder of the fiscal year and, based on current projections, for the subsequent two fiscal years. Certifications shall be based on the Board's assessment of the district budget. The certifications provided with the first and second interim reports are classified as positive, qualified, or negative. A "positive" certification indicates that the district will meet its financial obligations for the current fiscal year as well as the two subsequent fiscal years. A "qualified" certification means that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years. A "negative" certification means that the district is unable to meet its financial obligations for the remainder of the current

## **Board of Education Executive Summary**

### **Business Services**

2020-2021 Third Interim Financial Report

May 20, 2021

fiscal year or the future fiscal year. This education code section also outlines the role of the County Office of Education.

The Executive Summary provides detailed and summarized financial data and graphs of the 2020-2021 Third Interim Report.

#### **IV. Goals, Objectives and Measures:**

Follow the timeline and take action on all necessary budget adjustments. It will be important to reduce the reliance on one-time funds used to balance the budget.

#### **V. Major Initiatives:**

- Use the Third Interim Financial Report information to guide budget development for FY 2021-22 and 2022-23.
- Continue to work with the Fiscal Advisor and staff to implement FCMAT's recommendations.

#### **VI. Results:**

Budget development for 2021-2022 will follow the calendar and timeline approved by the Board. Required Board actions will take place in a timely manner to ensure a balanced Adopted Budget is in place on or before July 1, 2021.

#### **VII. Lessons Learned/Next Steps:**

- Follow the approved calendar with adjustments made as necessary.
- Continue to monitor the state budget and its impact on the district finances.
- Continue to monitor the District and state fiscal health.
- Continue to engage stakeholders in the budget development process through community budget meetings.
- Meet and communicate with bargaining unit partners.
- Ensure compliance with all LCFF and LCAP requirements.

#### **Sacramento County Letter Regarding the 2020-21 Second Interim Period Report:**

On April 12, 2021 the Sacramento County Office of Education (SCOE) issued a letter to the District in response to the District's submission of the 2020-21 Second Period Interim Report. SCOE's letter recognized that based on the District's multi-year projections and assumptions, the District will meet the 2% required reserve for the current and subsequent fiscal years but this is only one of several other fiscal indicators that determine a district's certification. A few of the



## Board of Education Executive Summary

### Business Services

2020-2021 Third Interim Financial Report

May 20, 2021

other fiscal indicators of concern include:

- Deficit spending – the projected deficit persists in the two subsequent fiscal years
- Expired bargaining agreements – potential costs are not included in the District’s projections which would increase the deficits
- Temporary budget surplus – was generated from a one-time savings in operating costs due to school closures and the reason for satisfying the required reserve in all years

Therefore, SCOE determined that a negative certification is appropriate and changed the District’s Qualified certification to Negative. SCOE also acknowledged that at the February 4, 2020 Board Meeting, action was taken to approve a Fiscal Recovery Plan of approximately \$4.5M.

SCOE also requested the following:

- Compliance with Government Code Section 3547.5 and the California Code of Regulations Title V section 15449 prior to any action on a proposed collective bargaining agreement and submission of the public disclosure of the collective bargaining agreement to SCOE for review at least ten (10) working days prior to the date the governing board will take action
- Notify SCOE and the fiscal advisor and provide for review any changes to the budget
- Continue to monitor enrollment trends and inform SCOE of budget adjustments if enrollment trends fluctuate

### **2020-2021 Third Interim Financial Report:**

School district budgets are not static, but instead are constantly being revised to respond to decisions at the State and Federal levels, as well as to the expenditure needs of the district. District staff closely monitor enrollment, average daily attendance, State and Federal revenue and other areas that could impact the budget in the current or outlying years. The District’s 2020-21 Third Interim financial report is budgeted assuming a 0.00% COLA for 2020-21, 3.84% COLA for 2021-22 and 1.28% COLA for 2022-23.

The Third Interim Financial Report includes assumptions and projections made with the best information available for the reporting period, and the documents attached are primarily State-required reports but also included District documents that provide additional related financial details. Key information includes the budget assumptions, multi-year projections, and cash flow reports.

# Board of Education Executive Summary

## Business Services

2020-2021 Third Interim Financial Report

May 20, 2021



### Comparison of the 2020-21 Third Interim Report to the Second Interim Report:

	Second Interim Budget 2020-21			Third Interim Budget 2020-21			Change in 2020-21 Since Second Interim Budget			Note
	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined	
<b>Revenue</b>										
General Purpose	410,429,540	1,777,094	405,686,927	410,429,540	1,777,094	412,206,634	0	0	0	1
Federal Revenue	155,908	110,352,243	117,415,899	155,908	110,634,237	110,790,145	0	281,994	281,994	2
State Revenue	6,588,341	67,072,100	74,631,469	6,588,341	79,012,886	85,601,227	0	11,940,786	11,940,786	3
Local Revenue	7,234,633	1,854,639	10,071,847	7,312,935	1,877,971	9,190,906	78,302	23,332	101,634	4
<b>Total Revenue</b>	<b>424,408,422</b>	<b>181,056,076</b>	<b>607,806,143</b>	<b>424,486,724</b>	<b>193,302,188</b>	<b>617,788,912</b>	<b>78,302</b>	<b>12,246,113</b>	<b>12,324,415</b>	
<b>Expenditures</b>										
Certificated Salaries	156,732,212	55,151,780	218,893,289	155,254,747	58,398,300	213,653,047	(1,477,465)	3,246,519	1,769,055	5
Classified Salaries	36,141,813	22,561,286	60,528,334	35,643,643	28,044,591	63,688,233	(498,170)	5,483,305	4,985,135	6
Benefits	109,258,077	67,723,442	179,796,196	107,337,525	68,584,579	175,922,104	(1,920,552)	861,137	(1,059,414)	7
Books and Supplies	11,056,509	56,691,006	89,053,317	9,508,835	54,119,976	63,628,811	(1,547,674)	(2,571,029)	(4,118,703)	8
Other Services & Oper. Expenses	23,591,234	56,342,700	87,512,348	23,580,172	65,080,026	88,660,198	(11,062)	8,737,326	8,726,263	9
Capital Outlay	70,783	3,226,885	3,008,426	147,153	4,383,510	4,530,663	76,370	1,156,625	1,232,995	10
Other Outgo 7xxx	1,110,300	0	1,110,300	1,110,300	0	1,110,300	0	0	0	
Transfer of Indirect 73xx	(6,700,447)	5,752,871	(945,591)	(7,386,690)	6,320,751	(1,065,938)	(686,243)	567,880	(118,363)	11
<b>Total Expenditures</b>	<b>331,260,482</b>	<b>267,449,969</b>	<b>638,956,619</b>	<b>325,195,686</b>	<b>284,931,733</b>	<b>610,127,418</b>	<b>(6,064,796)</b>	<b>17,481,763</b>	<b>11,416,967</b>	
Deficit/Surplus	93,147,940	(86,393,894)	6,754,047	99,291,038	(91,629,544)	7,661,494	6,143,098	(5,235,651)	907,447	
Other Sources/(uses)	0	0	0	0	0	0	0	0	0	
Transfers in/(out)	1,114,503	0	1,114,503	1,114,503	0	1,114,503	0	0	0	
Contributions to Restricted	(89,509,863)	89,509,863	0	(89,509,863)	89,509,863	0	0	0	0	
<b>Net increase (decrease) in Fund Balance</b>	<b>4,752,580</b>	<b>3,115,970</b>	<b>7,868,549</b>	<b>10,895,678</b>	<b>(2,119,681)</b>	<b>8,775,997</b>	<b>6,143,098</b>	<b>(5,235,651)</b>	<b>907,447</b>	
Beginning Balance	84,699,103	8,349,508	93,048,611	84,699,103	8,349,508	93,048,611	0	0	0	
<b>Ending Balance</b>	<b>89,451,682</b>	<b>11,465,478</b>	<b>100,917,160</b>	<b>95,594,781</b>	<b>6,229,827</b>	<b>101,824,608</b>	<b>6,143,098</b>	<b>(5,235,651)</b>	<b>907,447</b>	
Revolving/Stores/Prepays	329,003		329,003	328,802		328,802	(200)	0	(200)	
Reserve for Econ Uncertainty (2%)	11,951,919		11,951,919	12,180,258		12,180,258	228,339	0	228,339	
Restricted Programs	0	11,465,478	11,465,478	0	6,229,827	6,229,827	0	(5,235,651)	(5,235,651)	
<b>Unappropriated Fund Balance</b>	<b>77,170,761</b>	<b>0</b>	<b>77,170,761</b>	<b>83,085,720</b>	<b>0</b>	<b>83,085,720</b>	<b>5,914,959</b>	<b>(0)</b>	<b>5,914,959</b>	
<i>Unappropriated Percent</i>			<i>12.1%</i>			<i>13.6%</i>			<i>1.5%</i>	

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### Explanation of Changes from 2nd Interim to 3rd Interim

1. LCFF is being calculated on 2nd interim projections
2. Restricted federal revenues variance is due to a \$153K increase in federal IDEA funding, \$86K in the Carl Perkins grant and \$43K in other federal programs
3. The increase in restricted state revenues is primarily due to budgeting \$11.7M for the In-Person Instruction grant, \$432k in the Learning Communities grant offset by a decrease of \$144k in other state funding.
4. The increase in local revenues is primarily due to receiving one time donation funds
5. Certificated unrestricted salaries decreased by \$1.2M due to projected savings in substitute and extra duty budgets and \$300k for administrative position vacancies. Restricted certificated salaries increased due to budgeting CARES/COVID funds to pay out stipends related to MOU's with our bargaining units.
6. Unrestricted salaries decreased by \$262K due to one time savings in transportation, office support, security and operations salaries due to vacancies, substitute budget savings and \$236K savings in supervisor vacancies. Restricted salaries increased due to budgeting CARES/COVID funds to pay out stipends related to MOU's with our bargaining units.
7. Unrestricted benefits has decreased primarily due to savings in STRS/PERS of \$1M, Health/Welfare of \$400K and Medicare of \$438K. Restricted benefits increased due to budgeting salaries related to MOU's with our bargaining units.
8. Unrestricted books & supplies decreased due to projected savings related to school closures which includes savings to instructional supplies, athletics programs, technology and operations. The decrease in restricted books & supplies is related to budget adjustments made within the SIG, CSI, and CARES/COVID programs for approximately \$2M and another \$551K in the RRM budget.
9. Unrestricted services and other operating expenses decreased slightly by \$11K. Restricted expenses increased due to budget adjustments made within the SIG, CSI, CARES/COVID funding for approximately \$8M, another \$384K for the Title IV program, \$142K for the Learning Communities grant and \$197K for the RRM budget.
10. The increase in unrestricted capital outlay is due to budgeting for athletics and security items, the increase for restricted capital outlay is due to budgeting for CARES/COVID funding related purchases.
11. The increase in indirect costs is related to budgeting for the increased restricted revenues and budgeting the remaining ESSER I funding of \$5.2M.

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### 2020-21 Sacramento City Unified School District Primary Budget Components:

Average Daily Attendance (ADA) is estimated at 38,324.71 using prior year hold harmless ADA, or 38,219.84 (excluding COE ADA of 104.87). Due to the “hold harmless” provision with SB 98, the funded ADA will be based on the 2019-2020 ADA of 38,324.71.

The District’s estimated unduplicated pupil percentage (UPP) for supplemental and concentration funding has recovered to prior year levels at 72%. The UPP for supplemental and concentration funding is based on a three year rolling average; for the 2020-21 fiscal year the UPP rolling average is 72.25%.



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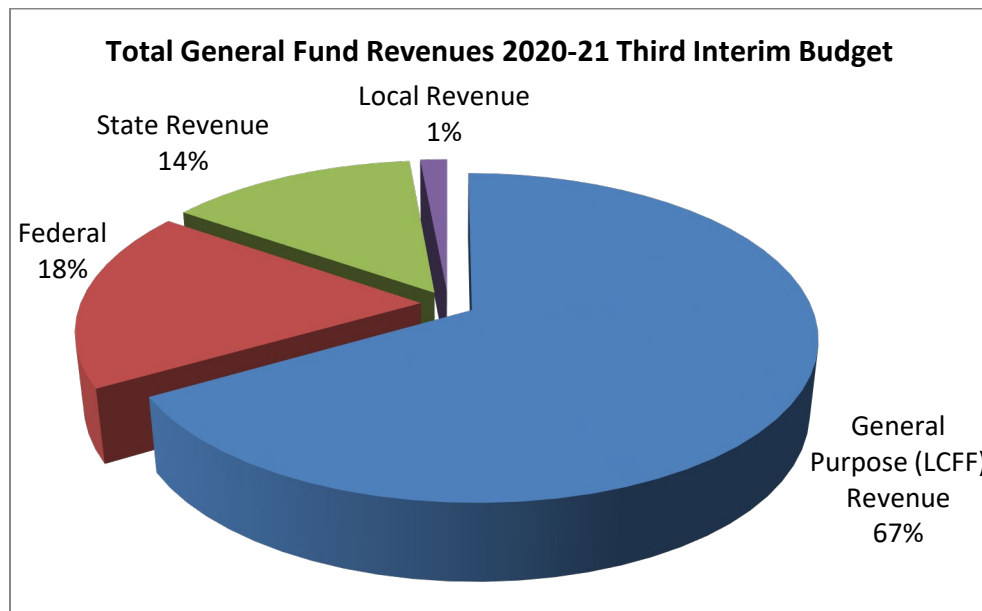
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### General Fund Revenue Components

The District receives funding for its general operations from various sources. A summary of the major funding sources is illustrated below:

DESCRIPTION	UNRESTRICTED	COMBINED AMOUNT
General Purpose (LCFF) Revenue	\$410,429,540	\$412,206,634
Federal	\$155,908	\$110,790,145
State Revenue	\$6,588,341	\$85,601,227
Local Revenue	\$7,312,935	\$9,190,906
<b>TOTAL</b>	<b>\$424,486,724</b>	<b>\$617,788,912</b>



### **Education Protection Account:**

Proposition 30 provides that a portion of K-14 general purpose funds must be utilized for instructional purposes. Revenues generated from Proposition 30 are deposited into an account called the Education Protection Account (EPA). The District receives funds from the EPA based on its proportionate share of statewide general purpose funds. A corresponding reduction is made to its state aid funds, therefore, additional revenue is not provided.

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Illustrated below is how the District's EPA funds are appropriated for 2020-21. The amounts will be revised throughout the year based on information received from the State.

<b>Education Protection Account (EPA)</b>	
<b>Fiscal Year Ending June 30, 2021</b>	
<b>Actual EPA Revenues:</b>	
Estimated EPA Funds	\$ 74,302,399
<b>Actual EPA Expenditures:</b>	
Certificated Instructional Salaries	\$ 74,302,399
<b>Balance</b>	<b>\$ -</b>

### General Fund Operating Expenditure Components

The General Fund is used for the majority of the functions within the District. As illustrated below, salaries and benefits comprise approximately 90% of the District's unrestricted budget, and approximately 74% of the total General Fund budget.

<b>DESCRIPTION</b>	<b>UNRESTRICTED</b>	<b>RESTRICTED</b>	<b>COMBINED</b>
Certificated Salaries	155,254,747	58,398,300	\$213,653,047
Classified Salaries	35,643,643	28,044,591	\$63,688,233
Benefits	107,337,525	68,584,579	\$175,922,104
Books and Supplies	9,508,835	54,119,976	\$63,628,811
Other Services & Oper.	23,580,172	65,080,026	\$88,660,198
Capital Outlay	147,153	4,383,510	\$4,530,663
Other Outgo/Transfer	1,110,300	0	\$1,110,300
Transfers Out	(1,114,503)	0	(1,114,503)
<b>TOTAL</b>	<b>331,467,873</b>	<b>278,610,982</b>	<b>\$610,078,854</b>

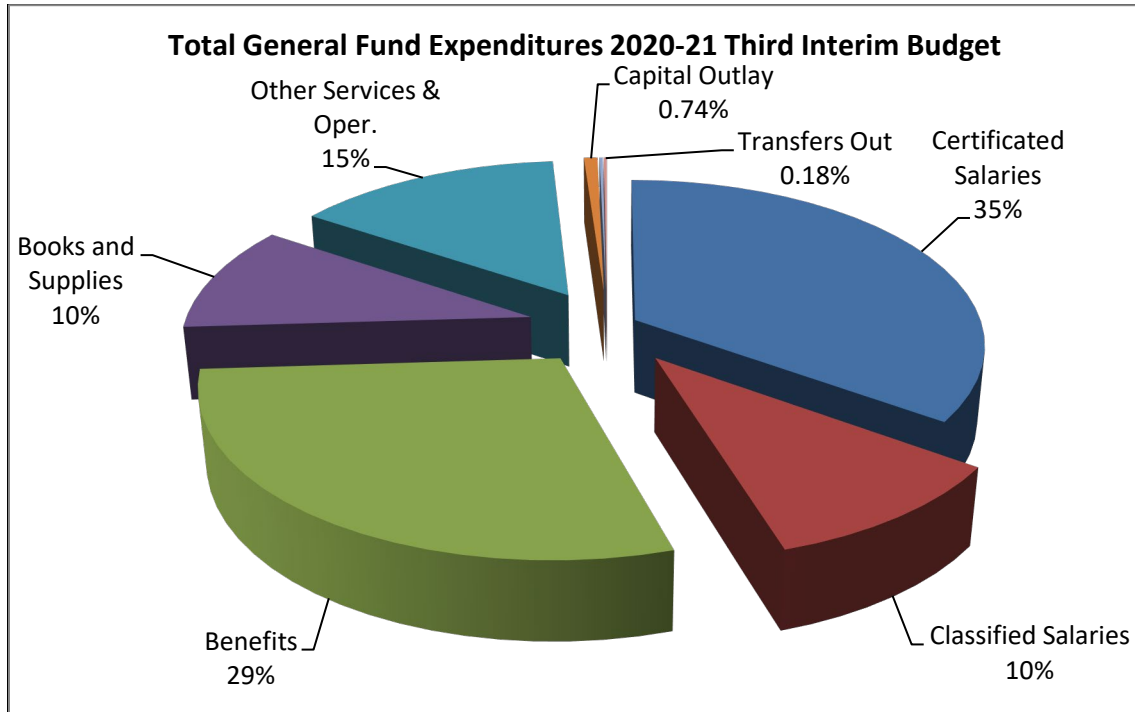
Graphical representation of total general fund expenditures by percentage:

# Board of Education Executive Summary

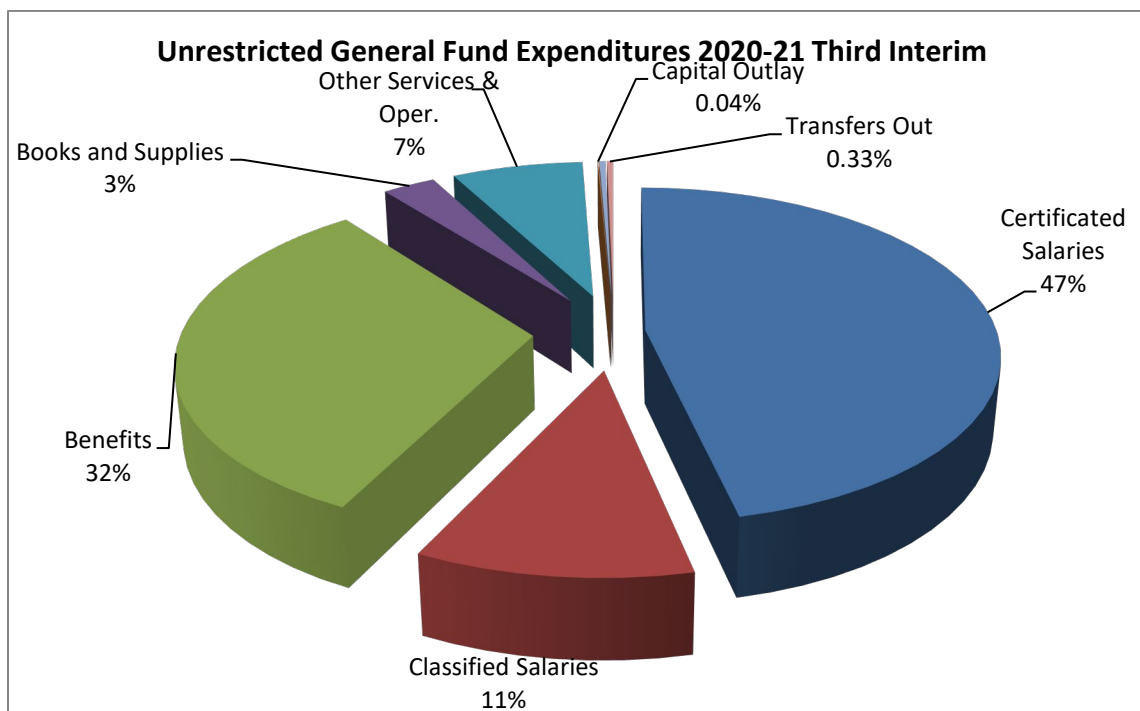
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Graphical representation of unrestricted general fund expenditures by percentage:



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#### General Fund Contributions to Restricted Programs:

The following contributions of unrestricted resources to restricted programs are necessary to cover restricted program expenditures in excess of revenue:

Resource		2020-21 REVISED Adopted Budget	2020-21 First Interim Budget	2020-21 Second Interim Budget	2020-21 Third Interim Budget
6500	Special Education	75,692,263	74,892,263	72,428,863	69,965,463
8150	Routine Restricted Maintenance Account	18,765,074	17,081,000	17,081,000	17,081,000

#### Routine Restricted Maintenance Account (RRMA):

Per Education Code Section 17070.75, school districts are required to deposit into the account a minimum amount equal to or greater than three percent (3%) of the total General Fund expenditures and other financing uses for that fiscal year.

State Enacted 2020-2021 Budget provides school districts with flexibility, section 99 of Senate Bill 98 (Chapter 24/2020) – the Education Omnibus Trailer Bill – states that:

- Allows State pension on-behalf-of payments to be excluded from the 3% RRMA calculation
- Allows ESSER and LLMF funds to be excluded from the 3% RRMA calculation

Prior to the above flexibility, as of 2019-20 per Education Code Section 17070.75(b)(2) (B-C) the primary compliance components required:

- The 3% contribution is calculated on total General Fund expenditures, including other financing uses (i.e. transfers out, debt issuances relating to the General Fund)
- The 3% contribution incorporates RRMA and includes CalSTRS on-behalf expenditures
- The final 3% contribution is based on year-end actual data; therefore, while it is developed based on budget, it must be trued up using actual expenditures
- The actual contribution will be audited as part of the School Facility Program Bond Audit



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### General Fund Summary:

The District's 2020-21 General Fund projects a total operating increase of \$8.8 million resulting in an estimated ending fund balance of \$102 million. The components of the District's fund balance are as follows: revolving cash & other nonspendables - \$328,802; restricted programs - \$6,229,827; assigned - \$37,240,803; economic uncertainty - \$12,180,258; amount above economic uncertainty - \$45,844,917; total unassigned - \$58,025,176. In accordance with SB 858 a detail description of assigned & unassigned balances is illustrated in the following page.

### 2020-21 Third Interim Fund Balance Component Summary

Description	2020-21 Third Interim Budget		
	Unrestricted	Restricted	Combined
<b>NONSPENDABLE</b>			
Revolving Cash/Prepays	328,802		328,802
Other	-		-
<b>TOTAL - NONSPENDABLE</b>	<b>328,802</b>	<b>-</b>	<b>328,802</b>
<b>RESTRICTED</b>			
Restricted Categorical Balances		6,229,827	6,229,827
<b>TOTAL - RESTRICTED</b>	<b>-</b>	<b>6,229,827</b>	<b>6,229,827</b>
<b>ASSIGNED</b>			
2021-22 Projected Deficit	11,421,809		11,421,809
2022-23 Projected Deficit	25,818,994		25,818,994
<b>TOTAL - ASSIGNED</b>	<b>37,240,803</b>	<b>-</b>	<b>37,240,803</b>
<b>UNASSIGNED</b>			
Economic Uncertainty (REU-3%)	12,180,258		12,180,258
Amount Above REU	45,844,917		45,844,917
<b>TOTAL - UNASSIGNED</b>	<b>58,025,176</b>	<b>-</b>	<b>58,025,176</b>
<b>TOTAL - FUND BALANCE</b>	<b>95,594,781</b>	<b>6,229,827</b>	<b>101,824,608</b>

The Government Financial Officers Association (GFOA) recommends a prudent reserve of 17%, representing two months' average payroll – for the District two months' average payroll is approximately \$75M.

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### Assumptions

Planning Factors for 2020-21 and beyond include the following

Illustrated in the following table are the latest factors released by the Department of Finance (DOF) that districts are expected to utilize as planning factors:

<i>Planning Factor</i>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
<b>Dept of Finance Statutory COLA</b>	2.31%	1.50%	2.98%
<b>SSC Recommended Funded COLA</b>	0.00%	3.84%	1.28%
<b>STRS Employer Rates – 21/22 rate updated</b>	16.15%	<b>16.92%</b>	18.00%
<b>PERS Employer Rates – 21/22 &amp; 22/23 rates updated</b>	20.70%	<b>22.91%</b>	<b>26.10%</b>
<b>Lottery – Unrestricted per ADA</b>	\$150	\$150	\$150
<b>Lottery – Prop. 20 per ADA</b>	\$49	\$49	\$49
<b>Mandated Cost per ADA / One Time Allocation</b>	\$0	\$0	\$0
<b>Mandate Block Grant for Districts: K-8 per ADA</b>	\$32.18	\$32.66	\$33.63
<b>Mandate Block Grant for Districts: 9-12 per ADA</b>	\$61.94	\$62.87	\$64.74
<b>Mandate Block Grant for Charters: K-8 per ADA</b>	\$16.86	\$17.11	\$17.62
<b>Mandate Block Grant for Charters: 9-12 per ADA</b>	\$46.87	\$47.57	\$48.99
<b>State Preschool Full-Day Reimbursement Rate</b>	\$49.85	\$50.60	\$52.11
<b>State Preschool Part-Day Reimbursement Rate</b>	\$30.87	\$31.37	\$32.26
<b>General Child Care Daily Reimbursement Rate</b>	\$49.54	\$50.29	\$41.78
<b>Routine Restricted Maintenance Account (refer to the provisions discussed above)</b>	3% of total GF expend & outgo	3% of total GF expend & outgo	3% of total GF expend & outgo

Various aspects of the planning factors illustrated above will be further discussed below with the District's specific revenue and expenditure assumptions.

### **Revenue Assumptions:**

Per enrollment trends, the District anticipated a slight decline and for 2020-21 enrollment was projected at 40,383. The District's unduplicated count was also projected to remain relatively stable with a slight decline of approximately 20 students compared to the prior year which results in a decrease of supplemental and concentration revenue.

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However, the District’s current enrollment is 39,003 significantly lower by about 1,300 students than projected. This greater decline may be due to the impact of the COVID-19 pandemic and school closures. The District’s unduplicated pupil percentage (UPP) remains steady at 72%.

Due to the hold harmless provisions of SB98, the District will be funded based on the 2019-20 funded ADA, so for funding purposes ADA is deemed flat. However, the “hold harmless” provision does not apply to the unduplicated pupil percentage (UPP) which determines the amount of supplemental and concentration funding.

The District’s UPP is based on a three year rolling average and the UPP is projected to increase to 72.25% from 72.07%. Unless the District is able to recover the decline in enrollment, the projected loss in revenue will extend to future years. The District is projecting \$75.7 million in supplemental and concentration funding for the 2020-21 budget year. The District’s multi-year projections have been revised to reflect a decline in enrollment after 2022.

### Transfers to Other Funds:

Other Funds	2020-21 REVISED Adopted Budget	2020-21 First Interim Budget	2020-21 Second Interim Budget	2020-21 Third Interim Budget
Adult Ed	596,835	596,835	596,835	596,835
Child Development	549,131	549,131	549,131	549,131
<b>Totals</b>	<b>1,145,966</b>	<b>1,145,966</b>	<b>1,145,966</b>	<b>1,145,966</b>

Charter Funds	2020-21 REVISED Adopted Budget	2020-21 First Interim Budget	2020-21 Second Interim Budget	2020-21 Third Interim Budget
New Tech	521,079	521,079	392,960	392,960
George Washington Carver	314,819	314,819	-	-
<b>Totals</b>	<b>835,898</b>	<b>835,898</b>	<b>392,960</b>	<b>392,960</b>

### Multi-Year Revenue and Expenditure Projections

Unrestricted Multi-Year Revenue Projections:

#### Fiscal Year 2021-2022

- LCFF COLA 3.84%
- Federal Revenue is projected to remain constant
- State Revenue is projected to remain constant
- Local Revenue is projected to remain constant after removing one time funds from prior year
- Contributions to Special Ed were increased by approximately \$11.4M for increased

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Special Education expenditures per historical trends and the add back of one time savings in prior year of \$2.5M

### Fiscal Year 2022-2023

- LCFF COLA 1.28%
- Federal Revenue is projected to remain constant
- State Revenue is projected to remain constant
- Local Revenue is projected to remain constant
- Contributions to Special Ed were increased by \$7.7M for increased Special Education expenditures per historical trends

Restricted Multi-Year Revenue Projections:

### Fiscal Year 2021-2022

- Federal Revenue was reduced by \$59M to remove SIG of \$17.3M, Title I, II, II, IV of \$1.5M carryover and one-time Learning Loss Mitigation Funds of \$49.9M and offset by adding one-time ESSER GEER funds of \$2.8M and \$6.9M to title programs.
- State Revenue was reduced by \$18.5M to remove one-time Learning Loss Mitigation funds of \$3.5M, \$11.9M for the In Person Instruction grant and remove other carryover of \$3.1M (CTE Incentive, Strong Workforce, Low Performing Block Grant, ASES, Partnership Academies, etc.).
- Local Revenue adjustment includes add back of one time local revenue from 20-21
- Contributions to Special Ed were increased by \$11.4M for increased Special Education expenditures per historical trends and add back of one-time savings in 20-21.

### Fiscal Year 2022-2023

- Federal Revenue was reduced by \$12.3M to remove one-time Learning Loss Mitigation funds of \$2.9M, Title I Carryover of \$2.5M and \$6.9M in other Title program carryovers.
- State & Local Revenues are reduced by one time carryover funds
- Contributions to Special Ed were increased by \$7.4M for increased Special Education expenditures per historical trends.

Unrestricted Multi-Year Expenditure Projections:

### Fiscal Year 2021-2022

- Certificated salaries are adjusted for a net increase of \$9.6M. \$2M for step and column increases, \$7.8M to add back 1x savings from 20-21, and decrease of \$188K for the Fiscal Recovery Plan.
- Classified salaries are adjusted for a net increase of \$1.1M. \$334K for step increases, \$200K add back for temp bus drivers, \$1.9M add back of 1x savings from 20-21, and decrease of \$1.35M for Fiscal Recovery Plan.
- Benefit adjustments of \$9.9M to reflect the salary changes noted above, which includes increases for PERS (\$835K) & STRS (\$1.34M) and Unemployment Insurance (\$2.38M)

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- and an increase for health benefits.
- Books and Supplies have been adjusted for a net increase of \$3.5M. \$5M increase for one-time textbook adoption, increase of \$4.9M to add back 1x savings from 20-21, decrease of \$4.4M for removal of 20-21 one time textbook adoption, decrease of \$900K for program adjustments and decrease of \$981K for Fiscal Recovery Plan.
- Services adjusted for a net increase of \$1.8M. \$4.8M added back for one time savings in 20-21, reduction of \$2.2 one-time expenditures, and reduction of \$786K for Fiscal Recovery Plan.
- Capital Outlay was reduced by \$76k for one time expenditures
- Other Outgo remains constant.
- Indirect costs reflect net increase of \$1.1M from carryover funds.
- Transfers out decrease of \$564K for the Fiscal Recovery Plan.

### Fiscal Year 2022-2023

- Certificated salaries are adjusted by \$2M for step and column increases and maintain vacancy savings
- Classified salaries are adjusted by \$333K for step and maintain vacancy savings
- Benefit adjustments of \$9M reflect the salary changes noted above, program adjustments, and increases for PERS (\$1.19M) & STRS (\$1.82M), Unemployment Insurance (\$2.41M) and increase for health benefits
- Books and Supplies reduced by \$5M to remove one-time textbook expenditure
- Services are adjusted by \$78K for expected utility rate increases
- Capital Outlay & Other outgo remains constant
- Indirect costs from restricted programs are expected to increase by \$77K for indirect cost carryover.
- Transfers out remains constant

### Restricted Multi-Year Expenditure Projections:

#### Fiscal Year 2021-22

- Certificated salaries have been adjusted for a net decrease of \$7.5M. Step and column costs increase by \$121K, \$2.58M increase for additional Special Ed positions, decrease of \$10.2M for removal of one-time carryover and expiring funds such as SIG, CSI, CARES, ESSER, In Person Instruction and Title programs
- Classified salaries adjusted for a net decrease of \$6M. Adjustments include step costs increase by \$46K and \$1.6M increase for additional Special Education positions. Adjustments also include a decrease in one-time carryover and expiring funds such as SIG, CSI, CARES, ESSER, In Person Instruction and Title programs for \$7.68M
- Benefits net increase of \$16K reflect the effects of salary changes noted above, program adjustments, expected increases to employer pension costs, unemployment insurance and increase for health benefits, and this is offset by the removal of one-time expenditures for carryover and expiring grants mentioned above
- Books and Supplies decreased by \$36M to remove one-time expenditures including

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COVID Learning Loss Mitigation funds of \$27M, SIG & CSI \$5.5M, state COVID funds of \$6.5M, offset by adding back one time savings of \$2.32M from 20-21, and additional special education services of \$680K.

- Services have been decreased by \$5.6M to remove one-time expenditures related to COVID Learning Loss Mitigation of \$13M, SIG & CSI of \$3.7M, state COVID funds of \$612K and offset by adding back one-time savings of \$9.6M from 20-21, and increase of \$2.1M for special education services.
- Capital Outlay decreased by \$1.86M to remove one time expenditures primarily related to federal and state CARES/COVID funds
- Other Outgo remains constant
- Indirect costs are expected to decrease due to program adjustments.
- Budget reductions of \$1.5M will be required for self-sustaining programs due to increases in statutory benefits and health care benefits, the projected revenue for these programs will not cover all costs
- Transfers out remain constant.

### Fiscal Year 2022-23

- Certificated step and column costs are expected to increase by \$120K, \$1M for additional Special Ed positions and salaries and offset by removing one-time expenses of \$32K
- Classified salaries are adjusted by \$57K for step and column, \$1M for additional Special Ed positions and offset by removing one-time expenses of \$80K
- Benefit adjustments of \$6.7M reflect the effects of salary changes noted above, program adjustments, the applicable rates for PERS & STRS, unemployment insurance and additional increases for health benefits
- Books and Supplies reduced by \$10.4M to remove one-time carryover expenditures
- Services have reduced by \$8.7M to remove one-time carryover
- Capital Outlay remains constant and Other Outgo remains constant
- Indirect costs are expected to decrease by \$77K due to program adjustments
- Budget reductions of \$3.8M will be required for self-sustaining programs due to increases in statutory benefits and health care benefits, the projected revenue for these programs will cover all costs
- Transfers out remains constant.

### Multi-Year Projections

### Estimated Ending Fund Balances:

The District estimates that the General Fund projected deficit for 2021-22 is \$17.7 million resulting in an unrestricted ending General Fund balance of \$84.2 million. The projected deficit for 2022-23 is \$25.8 million resulting in an unrestricted ending General Fund balance of \$58.4 million.

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Multi-Year Projection (Total GF)			
Description	Proposed 2020-21	Projected 2021-22	Projected 2022-23
Total Revenues	617,788,912	557,495,038	543,052,196
Total Expenditures	610,127,418	576,825,176	570,549,693
Excess/(Deficiency)	7,661,494	(19,330,138)	(27,497,497)
Other Sources/Uses	1,114,503	1,678,503	1,678,503
<b>Net Increase/(Decrease)</b>	<b>8,775,997</b>	<b>(17,651,635)</b>	<b>(25,818,994)</b>
Add: Beginning Fund Balance	93,048,611	101,824,608	84,172,972
<b>Ending Fund Balance</b>	<b>101,824,608</b>	<b>84,172,972</b>	<b>58,353,978</b>

	Third Interim Budget 2020-2021			Projection 2021-22			Projection 2022-23		
	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined
<b>Revenue</b>									
General Purpose	410,429,540	1,777,094	412,206,634	425,553,551	1,777,094	427,330,645	425,388,796	1,777,094	427,165,890
Federal Revenue	155,908	110,634,237	110,790,145	155,908	51,707,618	51,863,526	155,908	39,444,120	39,600,028
State Revenue	6,588,341	79,012,886	85,601,227	6,588,341	60,536,132	67,124,473	6,588,341	59,565,104	66,153,445
Local Revenue	7,312,935	1,877,971	9,190,906	7,234,633	3,941,761	11,176,394	7,234,633	2,898,200	10,132,833
<b>Total Revenue</b>	<b>424,486,724</b>	<b>193,302,188</b>	<b>617,788,912</b>	<b>439,532,433</b>	<b>117,962,605</b>	<b>557,495,038</b>	<b>439,367,678</b>	<b>103,684,518</b>	<b>543,052,196</b>
<b>Expenditures</b>									
Certificated Salaries	155,254,747	58,398,300	213,653,047	164,889,313	50,883,238	215,772,552	166,916,120	51,970,555	218,886,676
Classified Salaries	35,643,643	28,044,591	63,688,233	36,724,071	22,046,175	58,770,245	37,058,063	23,023,907	60,081,969
Benefits	107,337,525	68,584,579	175,922,104	117,246,782	68,600,602	185,847,384	126,298,710	75,264,478	201,563,188
Books and Supplies	9,508,835	54,119,976	63,628,811	13,054,327	18,075,578	31,129,905	8,054,327	7,677,607	15,731,934
Other Services & Oper. Expenses	23,580,172	65,080,026	88,660,198	25,411,235	59,454,728	84,865,963	25,489,891	50,727,735	76,217,626
Capital Outlay	147,153	4,383,510	4,530,663	70,783	2,524,077	2,594,860	70,783	2,524,077	2,594,860
Other Outgo 7xxx	1,110,300	0	1,110,300	1,110,300	0	1,110,300	1,110,300	-	1,110,300
Transfer of Indirect 73xx	(7,386,690)	6,320,751	(1,065,938)	(6,810,844)	5,051,931	(1,758,913)	(6,733,778)	4,974,865	(1,758,913)
Budget Reductions	0	0	0	0	(1,507,120)	(1,507,120)	-	(3,877,947)	(3,877,947)
<b>Total Expenditures</b>	<b>325,195,686</b>	<b>284,931,733</b>	<b>610,127,418</b>	<b>351,695,967</b>	<b>225,129,209</b>	<b>576,825,176</b>	<b>358,264,415</b>	<b>212,285,277</b>	<b>570,549,693</b>
Deficit/Surplus	99,291,038	(91,629,544)	7,661,494	87,836,466	(107,166,604)	(19,330,138)	81,103,263	(108,600,760)	(27,497,497)
Transfers in/(out)	1,114,503	0	1,114,503	1,678,503	0	1,678,503	1,678,503	-	1,678,503
Contributions to Restricted	(89,509,863)	89,509,863	0	(100,936,778)	100,936,778	0	(108,600,759)	108,600,759	-
<b>Net increase (decrease) in Fund Balance</b>	<b>10,895,678</b>	<b>(2,119,681)</b>	<b>8,775,997</b>	<b>(11,421,809)</b>	<b>(6,229,827)</b>	<b>(17,651,635)</b>	<b>(25,818,994)</b>	<b>(1)</b>	<b>(25,818,994)</b>
Beginning Balance	84,699,103	8,349,508	93,048,611	95,594,781	6,229,827	101,824,608	84,172,972	0	84,172,972
<b>Ending Balance</b>	<b>95,594,781</b>	<b>6,229,827</b>	<b>101,824,608</b>	<b>84,172,972</b>	<b>0</b>	<b>84,172,972</b>	<b>58,353,978</b>	<b>(0)</b>	<b>58,353,978</b>
Revolving/Stores/Prepays	328,802		328,802	328,802		328,802	328,802		328,802
Reserve for Econ Uncertainty (2%)	12,180,258		12,180,258	11,502,933		11,502,933	11,377,424		11,377,424
Restricted Programs	0	6,229,827	6,229,827	0	0	0	-	(0)	(0)
Assigned Textbooks	0		0	0		0	-		-
Other Assignments	37,240,803		37,240,803	25,818,994		25,818,994	-		-
<b>Unappropriated Fund Balance</b>	<b>45,844,917</b>	<b>0</b>	<b>45,844,917</b>	<b>46,522,242</b>	<b>0</b>	<b>46,522,242</b>	<b>46,647,752</b>	<b>-</b>	<b>46,647,752</b>
<i>Unappropriated Percent</i>			7.5%			8.1%			8.2%

# Board of Education Executive Summary

## Business Services

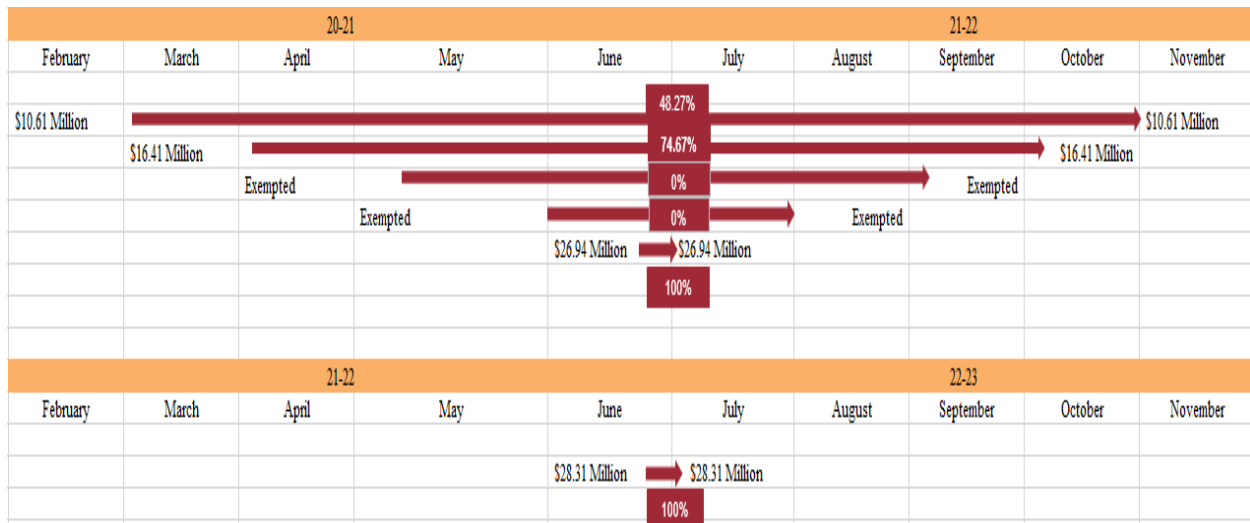
2020-2021 Third Interim Financial Report

May 20, 2021

### Cash Flow

The State Enacted Budget included approximately \$11 billion in deferrals and Districts will need to plan for this temporary reduction in cash. The months subject to the cash deferrals include February through June for the 2020-2021 fiscal year and the Governor’s proposed budget eliminates all deferrals except June 2022 for the 2021-2022 fiscal year. SCUSD applied for and received 100% deferral exemptions for the months of April and May 2021. The charts below provide the months and dollar amounts subject to the deferrals in 2020-2021 and 2021-2022. Based upon the analysis completed for the Third Interim Financial Report, the District projects having a positive cash balance through June 2021.

### Projected Cash Deferrals



The above cash flow chart assumes the Governor’s proposed COLAs for 2021-22 and 2022-23 and assumes pre-COVID enrollment trends.



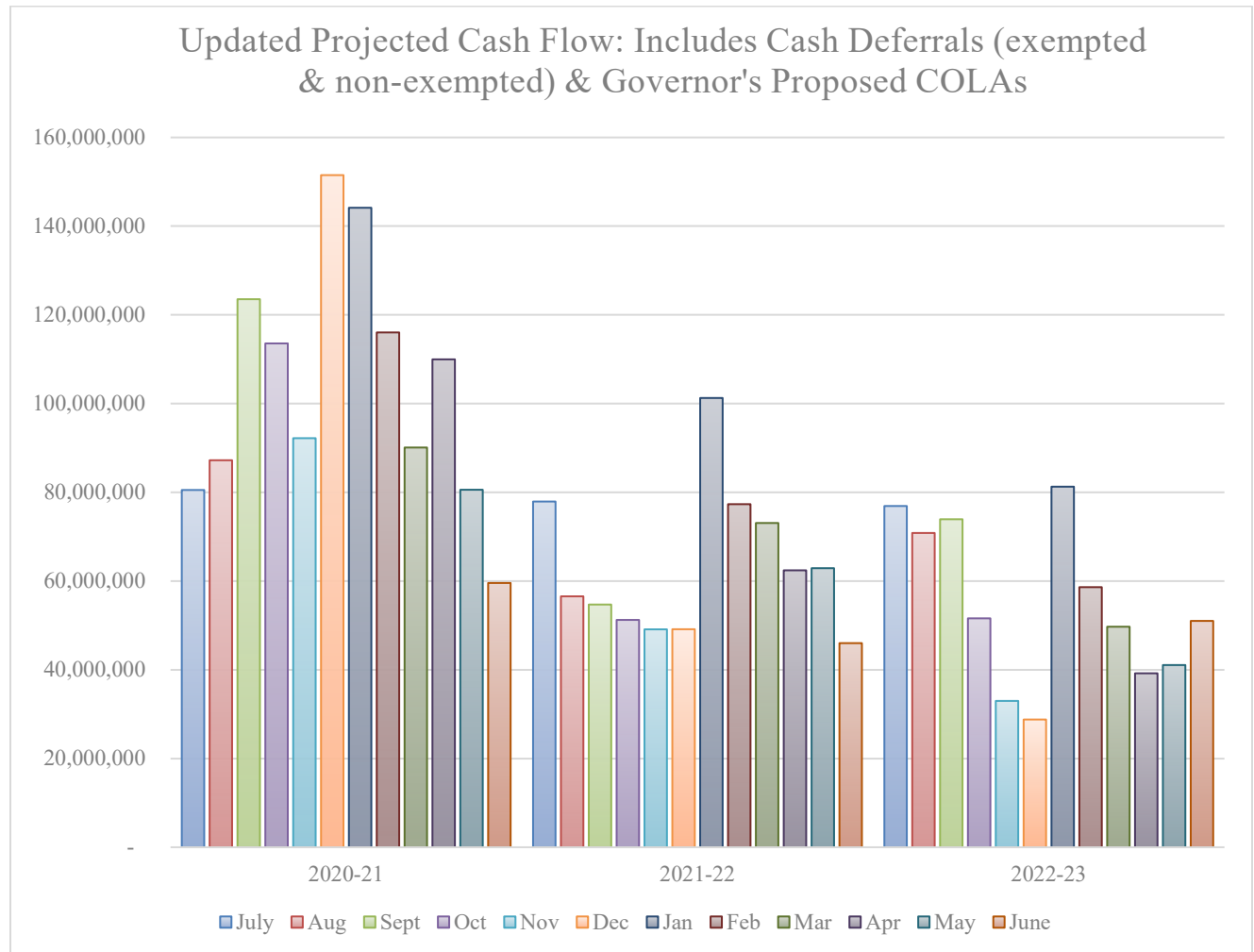
# Board of Education Executive Summary

## Business Services

2020-2021 Third Interim Financial Report

May 20, 2021

The below chart reflects the 2020-21 Third Interim Report Multi-Year Cash Flow Projection.



## Board of Education Executive Summary

### Business Services

2020-2021 Third Interim Financial Report

May 20, 2021

#### **Conclusion:**

Due to the COVID-19 pandemic, schools have been in distance learning mode since mid-March 2020, and this resulted in one-time savings of approximately \$23M in 2019-2020, and \$35.2M in 2020-2021 since the Adopted Revised Budget. As the status of COVID-19 evolves, the District will plan accordingly and make the appropriate budget adjustments to support the approved learning environments.

The District is projected to satisfy the 2% required reserve for economic uncertainties in 2020-2021, 2021-2022 and in 2022-2023. However, the District's projected deficit is projected to persist as follows:

-\$19.3M in 2021-22 and

-\$27.5M in 2022-23

At the February 4, 2021 Board Meeting, the Board of Trustees approved a Fiscal Recovery Plan in the amount of \$4.5M approximately. Based on the multi-year projections, the District projects an ongoing needed solution of \$27.5M.

Therefore, an ongoing budget solution is still required in order for the District to achieve fiscal solvency and avoid a State Loan.

#### **Additional Considerations:**

The District's projections indicate that the deficit has not been eliminated and continues through the multi-year projections and although cash flow ends with a positive balance, it continues to deteriorate rapidly due to the structural deficit. These fiscal issues must be resolved in order for the District to achieve fiscal solvency.

The District's budget has been disapproved for three years (2018-2019, 2019-2020 and 2020-2021) by the Sacramento County Office of Education.

#### **Risks:**

Uncertainty regarding on-going State funding for K12 Districts, additional unfunded COVID-19 related expenses such as health benefits, unemployment insurance and a significant decline in enrollment.

## Board of Education Executive Summary

### Business Services

2020-2021 Third Interim Financial Report

May 20, 2021

#### **Opportunities:**

Improved State Budget and funding for K12 Districts, increased enrollment and a Fiscal Recovery Plan sufficient to restore the District's fiscal stability.

#### Continuation of County Oversight

County superintendents are required by statute to continually monitor districts for fiscal distress. If the district has a negative certification or the county superintendent determines that the district may be unable to meet its financial obligations, the county superintendent can:

- Stay or rescind any action that is determined to be inconsistent with the ability of the district to meet its obligations for the current or subsequent fiscal year, and
- Assist in developing a budget for the subsequent fiscal year.

The county superintendent continues to work with the district until the budget for the subsequent year is approved and may stay or rescind any actions up to the point. The county superintendent can only approve the budget if it is consistent with a financial plan that will enable the district to satisfy its multiyear financial commitments and resolves problems identified in the evaluations and audits which determined that the school district is in fiscal distress.

SCOE was not able to approve SCUSD's 2020-21 Budget because of the district's significant ongoing structural deficit and inability to meet its minimum reserve requirement and the district certified negative at its 1st Interim Report for the same reasons. As a result, SCOE must continue its current level of oversight and support of the district through the end of this fiscal year and into the next until the district determines all its potential expenditures going forward and adopts a budget which eliminates its structural deficit and allows it to meet its multiyear financial commitments.

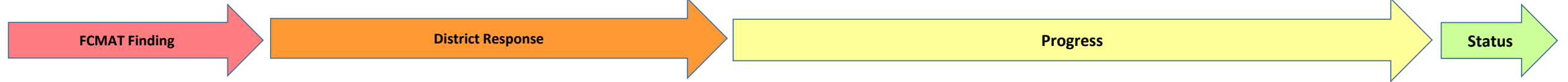
## FCMAT Update May 20, 2021

FCMAT Findings at 12/8/2018  
60

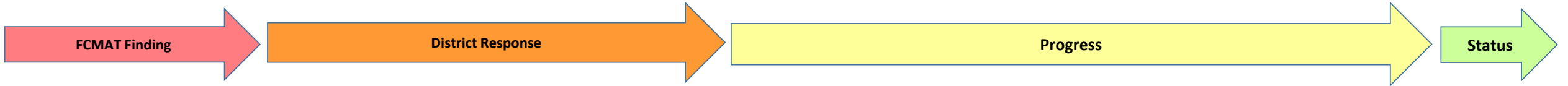
District Responses  
60

Number of Items Updated at  
First Interim 2020-21 = 36

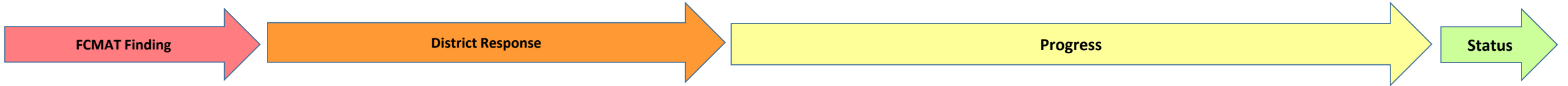
Total Number of Completed Items  
to Date = 30



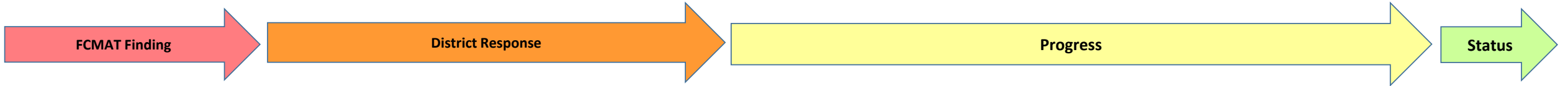
FCMAT Finding	District Response	Progress	Status
<p><b>1</b> Are clear processes and policies in place to ensure that the district's Local Control and Accountability Plan (LCAP) and budget are aligned with one another? (part 2)</p>	<p>Board policies (BPs) and administrative regulations (ARs) adopted by the district related to the LCAP included the following: AR 1220 – Citizen Advisory Committee, BP/AR 1312.3 – Uniform Complaint Procedure, BP 6173.1 – Foster Youth.</p> <p>The California School Boards Association's online board policy service, known as GAMUT, has one main LCAP/Budget alignment policy, BP/AR 0460, which many districts have adopted. Although the district has a subscription to GAMUT, it has not adopted this policy.</p>	<p>Board Policy Staff are in the process of developing an initial draft of BP 0460: Local Control and Accountability Plan. BP 0460 was initially provided to the Board Policy Committee on 5/24/19 and will be scheduled for a detailed review by the Board Policy Committee and full Board action at a later date.</p> <p>5/8/2020 Update: No change.</p> <p>11/30/2020 Update: Board Policy Staff have developed an initial draft of BP 0460: Local Control and Accountability Plan. BP 0460 was initially provided to the Board Policy Committee on 5/24/19. On 11/19/19 the topic of Budget/LCAP/SPSA policy efforts was included on the Policy Committee agenda but no recommendation was made. The policy will be scheduled for a subsequent review by the Board Policy Committee and full Board action at a later date.</p> <p>3/1/21 Update: No change.</p> <p><b>5/1/21 Update: No change.</b></p>	<p>In Progress</p>
<p><b>2</b> Has the district addressed any deficiencies the county office of education has identified in its oversight letters? (part 1)</p>	<p>Since 2006, the county office of education has identified the need for the district to develop a viable plan to fund its long-term other post-employment benefits (OPEB) liability, which has not been measurably addressed.</p>	<p>3/10/2020 Update: On October 25, 2019 the District received its updated Other Post Employment Benefit (OPEB) liability amount in our latest GASB 75 actuarial report for fiscal year ended June 30, 2019.</p> <p>The latest valuation reports the District's Total OPEB Liability at \$599 million, a \$181 million decrease from the prior report of \$780 million. This is a result of lower than projected medical premium growth and increased interest rates. While a portion of the change in interest rates is market-based, being able to maintain the higher interest (discount) rates is contingent upon sustained and/or increasing contributions to the OPEB trust. Failure to do so would likely result in a reduction to these rates in the future and revert to a higher Total OPEB Liability.</p> <p>The Net OPEB Liability decrease by \$199 million from the prior report to \$526 million. The decrease is a result of the continued funding of the District's OPEB irrevocable trust fund in addition to the decreases noted above. In other words, these continued contributions to the OPEB trust help not only in increasing the trust assets, but also in stabilizing or improving the discount rate used to calculate the Total OPEB Liability.</p> <p>This is a significant improvement, but the liability will continue to grow without continued efforts to decrease it. After budget is balanced, OPEB Commission to be established to further address the outstanding liability.</p> <p>11/30/20 Update: On September 2, 2020 the District received its updated Other Post Employment (OPEB) liability amount in the recent GASB 75 actuarial report for the fiscal year ended June 30, 2020. The key points are:</p> <ul style="list-style-type: none"> <li>• The District's Net OPEB liability increased by \$41.7M year over year from \$526M FYE 2019 to \$568M FYE 2020.</li> <li>• The increase is due to annual costs and a decrease in the discount rate assumption from 4.25% to 3.90%</li> <li>• The Actuarially Determined Contribution (ADC) is \$30.8M. The district contributed \$26.7M in 19-20, leaving a contribution deficit of \$4.1M.</li> <li>• If the District were to increase its contribution to the ADC amount it would help in two ways:             <ul style="list-style-type: none"> <li>o Fund the Net OPEB liability</li> <li>o Per GASB 75, allow the actuary to gradually increase the discount rate used (3.90%) to the asset return rate used (7.0%) in between 1-5 years' time. In dollars, if all else is equal, the Total OPEB liability would be closer to \$430M instead of the \$654M projected currently.</li> </ul> </li> </ul> <p>The District has made some progress but due to changes in assumptions, the Net OPEB liability has increased. To maximize progress, the district would need to contribute the full ADC amount each year.</p> <p>3/1/21 Update: The District realized excess savings in its Dental and Vision funds and applied the savings towards its OPEB contribution. The District is continuing to review options and develop a plan to fully fund at the ADC level which, over a five year span, will substantially decrease the Net OPEB liability.</p> <p><b>5/1/21 Update: The District is continuing to review options and develop a plan to fully fund at the ADC level which, over a five year span, will substantially decrease the Net OPEB liability.</b></p>	<p>In Progress</p>



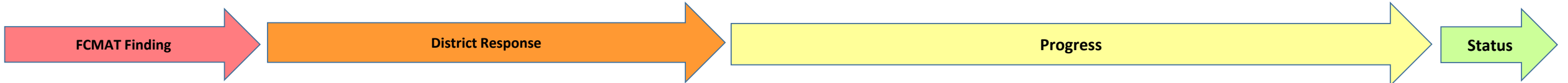
FCMAT Finding	District Response	Progress	Status
<p><b>3</b> Has the district addressed any deficiencies the county office of education has identified in its oversight letters? (part 2)</p>	<p>In letters dated December 7, 2017, January 16, 2018, and April 16, 2018, the county office discussed and outlined its concerns with the district's ongoing structural deficit, and the need for the district to submit a board-approved budget reduction plan to reverse the deficit spending trend.</p> <p>On August 22, 2018, the county office disapproved the district's 2018-19 adopted budget, and the district was instructed to revise its 2018-19 budget and submit a balanced budget plan that supports ongoing expenditures from ongoing revenue sources, and that has a timeline showing when and how adjustments would be implemented no later than October 8, 2018. On October 11, 2018, the county office notified the district that its revised adopted budget was also disapproved based on their review. That budget showed that the district's unrestricted general fund balance would decrease by approximately \$34 million in 2018-19, approximately \$43 million in 2019-20 and \$66.5 million in 2020-21. The district was instructed to develop a viable board-approved budget and multiyear expenditure plan that would reverse the deficit spending trend, and to submit this plan with its 2018-19 first interim report, which is due December 14, 2018.</p>	<p>Ongoing: Working towards a balanced budget. Student Centered Fiscal Recovery Plan presented to Board and adopted at the 3/27/19 Board Meeting. Reductions in central staff and non-negotiable items have resulted in over \$20m in savings and as a result at 2nd interim: \$2.2m (19/20) and \$50m (20/21). 6/13/19 Update: District has made approximately \$45 million in adjustments through the 2019/20 Proposed Budget. Additional adjustments of \$26 million are needed through negotiations. As of the 2019-20 Revised Adopted Budget the District has implemented \$50.2M in ongoing budget adjustments and \$12.1M in one-time budget adjustments. These adjustments were made during the period of December 2018 through September 2019 and are not in addition to the previous adjustments listed above. Additional adjustments of \$27M are still needed to eliminate the deficit and achieve fiscal solvency. This information can be found in the Revised Adopted Budget 2019-20 presented at the October 3, 2019 Board Meeting. 3/10/2020 Update: The 2019-20 First Interim Financial Report and FCMAT Update was presented at the December 19, 2019 Board Meeting with a negative certification. A negotiated solution will be required to address the District's \$27M shortfall. The Fiscal Recovery Plan was presented at the February 6, 2020 Board Meeting and included proposals to achieve the \$27M solution. These proposals require negotiations.</p> <p>5/12/2020 Update: At the April 2, 2020 Board Meeting, the 2019-20 Second Interim Financial Report was approved with a negative certification and an update on the FCMAT matrix was also presented. At the May 7, 2020 Board Meeting, a State Budget update and impact on the District's finances using 3 LCFF COLA scenarios was presented to assess the impact on the District's revenue and cash flow for the 2020-21 and 2021-22 fiscal years. Under any of the 3 scenarios, the District's fiscal condition is worse and the cash challenges are projected to accelerate by a few months.</p> <p>11/30/2020 Update: Over the past two years, the District has identified and implemented more than \$50 million in on-going non-negotiable budget reductions. However, these reductions have not been sufficient to address the structural deficit. As of the 2020-2021 1st Interim financial report, the District is projecting a \$56 million budget deficit and must implement an on-going solution to achieve fiscal solvency and avoid a State Loan. At the December 10, 2020 Board Meeting the Board will consider a Fiscal Recovery Plan to address some of the deficit but this plan alone will not be sufficient to resolve the projected \$56M deficit.</p> <p>3/1/21 Update: On the February 4, 2021 Board meeting, the Board approved a reduction of approximately \$4.5M.</p> <p><b>5/1/21 Update: As of the 2020-2021 2nd Interim financial report, the District is projecting an unrestricted deficit spend of (\$11.2M) in 2021-22 and (\$26.4M) in 2022-23.</b></p>	<p>In Progress</p>
<p><b>4</b> Are all balance sheet accounts in the general ledger reconciled, at a minimum, at each interim report?</p>	<p>Although balance sheet accounts are reconciled multiple times each fiscal year, a reconciliation is not done at each interim.</p>	<p>In 2019-20, staff will reconcile at each interim report period.</p> <p>5/8/2020 Update: This item remains outstanding and staff have been assigned some balance sheets to reconcile. 11/30/20 Update: No change.</p> <p>3/1/21 Update: No change.</p> <p><b>5/1/21 Update: Staff are developing a plan to reconcile remaining balance sheet items on an interim basis.</b></p>	<p>In Progress</p>



5	Does the district have sufficient cash resources in its other funds to support its current and projected obligations?	During FCMAT’s fieldwork, the district was projected to be cash insolvent as early as October 2019 if budget reductions are not made. A more recent cash flow projection prepared by the district at 2018-19 first interim shows the cash insolvency date as November 2019 without budget reductions.	The Third Interim and 2019-20 Proposed Budget Cash Flow reports were completed. Both reports showed an improved cash position due to the budget adjustments. The District projects a positive cash balance through October 2020. 3/10/2020 Update: The 2019-20 First Interim Report presented at the December 19, 2019 Board Meeting states that major cash challenges start in November 2021 unless further budget adjustments are made. 5/8/2020 Update: The 2019-20 Second Interim Report presented at the April 2, 2020 Board Meeting states that major cash challenges start in October 2021 unless further budget adjustments are made. 11/30/2020 Update: The 2020-21 Revised Adopted Budget presented at the October 1, 2020 Board Meeting projects that the District is able to satisfy the current year 2020-21 and 2021-2022 obligations but is projecting that it will not satisfy the 3rd year 2022-23 obligations. 3/1/21 Update: The 2020-21 First Interim Report projects that the district is able to meet its 2020-21 and 2021-22 obligations but is projecting that it will not satisfy the 3rd year 2022-23 obligations. The 2020-21 First Interim Cash Flow Report projects major cash challenges beginning in May 2021 unless further budget adjustments are made. <b>5/1/21 Update: Due to one-time savings as a result of the COVID-19 pandemic and approval for cash deferral exemptions from CDE, the 2020-21 Second Interim Cash Flow Report projects a positive cash balance for the 2020-21, 2021-22 and 2022-23 fiscal years.</b>	In Progress
6	Are all charters authorized by the district going concerns? (part 1)	The district has transferred funds to some of its authorized charter schools when those schools were in financial need. In 2017-18, the district transferred a total of \$239,697.59 to charter schools, and it is projecting a transfer of \$300,000 in 2018-19.	Update: SCOE Fiscal Expert currently conducting analysis on all charter schools. Due 6/30/2019. Update 7/23/19: During budget development, the fiscal consultant analyzed the five dependent charter schools who are governed by the SCUSD Board of trustees noting overspending in several of the schools. Contributions from the District’s general fund are budgeted in both the budget year and continuing in the MYP. During the fiscal year, continued analysis and budget-balancing by staff will be needed to remove the general fund contribution to the charter school fund. 3/10/2020 Update: The 2019-20 First Interim Report provided the update on District staff meeting with Charter school administration to address the projected transfers from the District. 3 of the 4 schools have implemented the necessary adjustments to eliminate or reduce the need for a transfer. New Tech Charter School will require a transfer to support operations due to ongoing enrollment decline. 5/8/2020 Update: The 2019-20 Second Interim Report was presented at the April 2, 2020 Board Meeting reported a decrease of \$218,466 in general fund transfers to the 3 charter schools. 11/30/2020 Update: The Revised Adopted Budget for 2020-2021 projects that two dependent charters will require a contribution: 1. New Tech \$521K and 2. George Washington Carver \$315K. The District is assisting both schools to identify solutions to resolve the budget issues. 3/1/21 Update: No projected changes at this time. <b>5/1/21 Update: The 20-21 2nd Interim financial report projected a lower contribution for New Tech at \$392,960 and no contribution for George Washington Carver due to staff adjusting each of the charter schools LCFF funding.</b>	In Progress

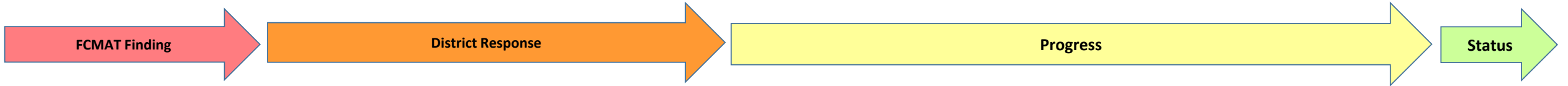


7	Are all charters authorized by the district going concerns? (part 2)	<p>Of most concern is the district's ongoing support of the Sacramento New Technology Charter School for several years. Because this is an ongoing fiscal burden on the district, it needs to be discussed and remedied.</p> <p>The district has also given financial assistance in the past to George Washington Carver Charter School, though not every year. The district also needs to further study Sacramento Charter High School operated by St. Hope Public Schools to determine whether it is a going concern.</p> <p>The district's charter schools are dependent from the standpoint of governance because they are part of the district and are under the authority of the district's governing board. However, charter schools are not intended to have budget deficits that make them dependent on a district financially. Under California Code of Regulations (CCR), Section 11967.5.1(c)(3)(A), a charter school must have a realistic financial and operational plan. Part of that includes having a balanced budget and financial plan. The district should take steps to ensure that approved charter schools do not require assistance from the district to stay solvent.</p>	<p>Update: SCOE Fiscal Expert currently conducting analysis on all charter schools. Due 6/30/2019. Update 7/23/19: Over the next several months, SCOE's fiscal advisor is performing a comprehensive review of the processes and documentation of the District's authorized charter schools, focusing on the ten independent charter schools operating in the District as direct funded charter schools with their own boards and separate financial system and audit reports. As of the 2019-20 Revised Adopted Budget, four dependent charters schools were projected to need financial assistance from the District in future years. The District has since met with each school to address the fiscal issues and three of the four have revised their budgets or are working on a plan that will remedy their deficit. New Technology Charter (New Tech) remains a concern. Over the years, New Tech has experienced an ongoing enrollment decline which has reduced the revenue and although expenditures have been reduced, the deficit is projected to persist. Cabinet will continue to work with New Tech. The remaining work to be finalized is the comprehensive review of the processes and documentation of the ten independent charter schools. This work is being completed by the SCOE Fiscal Advisor.</p> <p>3/10/2020 Update: The 2019-20 First Interim Report provided the update on District staff meeting with Charter school administration to address the projected transfers from the District. 3 of the 4 schools have implemented the necessary adjustments to eliminate or reduce the need for a transfer. New Tech Charter School will require a transfer to support operations due to ongoing enrollment decline.</p> <p>5/8/2020 Update: The 2019-20 Second Interim Report presented at the April 2, 2020 Board Meeting reported a decrease of \$218,466 in general fund transfers to the 3 charter schools.</p> <p>11/30/2020 Update: The Revised Adopted Budget for 2020-2021 projects that two dependent charters will require a contribution: 1. New Tech \$521K and 2. George Washington Carver \$315K. The District is assisting both schools to identify solutions to resolve the budget issues.</p> <p>3/1/21 Update: PENDING 20-21 2ND INTERIM ADJUSTMENTS.</p> <p><b>5/1/21 Update: The 20-21 2nd Interim financial report projected a lower contribution for New Tech at \$392,960 and no contribution for George Washington Carver due to staff adjusting each of the charter schools LCFF funding.</b></p>	In Progress
8	Did the district conduct a presettlement analysis and identify related costs or savings, if any (e.g., statutory benefits, and step and column salary increases), for the current and subsequent years, and did it identify ongoing revenue sources or expenditure reductions to support the agreement?	<p>The district entered into a multiyear agreement with the Sacramento City Teachers Association (SCTA) on December 7, 2017. The agreement granted salary increases of 2.5% effective July 1, 2016, an additional 2.5% effective July 1, 2017, and an additional 6.0% (2.5% and an additional 3.5% to restructure the salary schedule) effective July 1, 2018. Based on multi year financial projections prepared at the time of the collective bargaining disclosure, it appeared that the district would be able to meet its required reserve for economic uncertainties in fiscal years 2017-18 and 2018-19 but would need to make budget reductions of approximately \$15.6 million to meet the minimum reserve requirement for fiscal year 2019-20. At that time, the district estimated that its unrestricted ending fund balance would decrease from \$73 million on July 1, 2017 to negative \$4 million on June 30, 2018 if no budget reductions were made. A budget reduction plan was not submitted with the collective bargaining disclosure.</p> <p>All of this information, including the fact that the increase was not affordable as agreed to without identified budget reductions, was communicated by the county office to the district in a letter dated December 7, 2017 and stated publicly at a district board meeting.</p>	<p>7/22/19: The District and SCTA have been meeting on the new salary schedules. Draft salary schedules have been shared with SCTA.</p> <p>3/10/2020 Update: The California State Auditor conducted an audit of Sacramento City USD which was presented at the February 6, 2020 Board Meeting. Proposals and illustrations were presented on cost savings that could be achieved to resolve the fiscal distress. All proposals shared require negotiations with the District's 5 bargaining units: SCTA, SEIU, UPE, TCS and Teamsters Local 150.</p> <p>5/8/2020 Update: The 2019-20 Second Interim Report presented at the April 2, 2020 Board Meeting reported that salary and benefit negotiations have not been settled for all bargaining units.</p> <p>11/30/2020 Update: The District is now in the process of determining appropriate budget reductions to address its ongoing deficit. See the FRP presented on November 19, 2020, and scheduled for Board Action on December 10, 2020. The FRP includes proposals made to SCTA to bring healthcare premium contributions in line with industry standard that would save an estimated approximate \$17 Million annually.</p> <p>3/1/21 Update: No change.</p> <p><b>5/1/21 Update: No change.</b></p>	In Progress

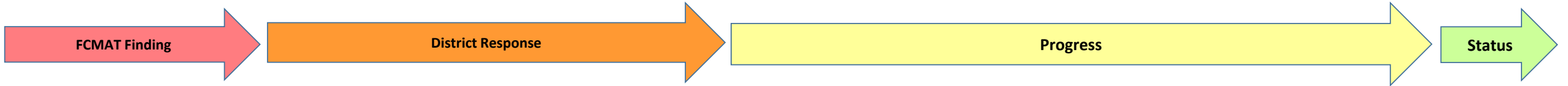


FCMAT Finding	District Response	Progress	Status
<p><b>9</b> Has the district settled the total cost of the bargaining agreements at or under the funded cost of living adjustment (COLA), and under gap funding if applicable?</p>	<p>The district entered into a multiyear agreement with the SCTA on December 7, 2017. The agreement granted salary increases of 2.5% effective July 1, 2016, an additional 2.5% effective July 1, 2017, and an additional 6.0% (i.e. 2.5% and additional 3.5% to restructure the salary schedule) effective July 1, 2018. The district and the SCTA disagree on the implementation date of the additional 3.5%, and the matter is being pursued in superior court. If the additional 3.5% is implemented on the date SCTA interprets as correct, it would result in a fiscal impact in 2018-19 of close to 7% for salary rescheduling rather than the 3.5% the district agreed to.</p>	<p>7/22/19: No new agreements at this time. District currently reviewing impact of contribution decision for 2019-20 and future years. The 2018-19 retro is planned for September 2019.            3/10/2020 Update: The SCTA Retros have been issued. The first SCTA Retro was paid on October 11, 2019 and the second SCTA Retro was paid on November 25, 2019.            5/8/2020 Update: No change.            11/30/2020 Update: No change.            3/1/21 Update: SCTA retros paid. No outstanding COLAs.</p>	<p>Complete</p>
<p><b>10</b> Does the district have a plan to reduce and/or eliminate any increasing contributions from the general fund to other resources?</p>	<p>Most of the district's general fund contributions are to special education programs and to the routine repair and maintenance account. Total contributions increased from \$62,581,129 in 2015-16 to \$67,759,639 in 2016-17 and to \$77,505,592 in 2017-18. The district's 2018-19 through 2020-21 budgets include continuing contributions for a total of \$89,134,727 in 2018-19, \$96,425,490 in 2019-20, and \$104,000,050 in 2020-21.</p> <p>FCMAT was not able to obtain an approved plan to reduce and/or eliminate increasing contributions from the general fund to other resources. The district did present an updated plan dated October 4, 2018 to reduce the district's overall deficit, but details were not found specific to reducing contributions to restricted programs.</p>	<p>Update: Program analysis was conducted and completed by SCOE Expert. The District has worked with the dependent charter schools to address the financial assistance projected during the 2019-20 Adopted Budget and has reduced the contribution for two of the four schools. The District is working with the remaining two schools to address the deficits.            3/10/2020 Update: The 2019-20 First Interim Report provided the update on District staff meeting with Charter school administration to address the projected transfers from the District. 3 of the 4 schools have implemented the necessary adjustments to eliminate or reduce the need for a transfer. New Tech Charter School will require a transfer to support operations due to ongoing enrollment decline.            5/8/2020 Update: No change.            11/30/2020 Update: No change.            3/1/21 Update: The District projected a contributions for fiscal year 2020-21 of \$314,819 for George Washington Carver and \$521,079 for New Tech Charter School.  <b>5/1/21 Update: The 20-21 2nd Interim financial report projected a lower contribution for New Tech at \$392,960 and no contribution for George Washington Carver due to staff adjusting each of the charter schools LCFF funding.</b></p>	<p>In Progress</p>
<p><b>11</b> Is the district avoiding a structural deficit in the current and two subsequent fiscal years? (A structural deficit is when ongoing unrestricted expenditures and contributions exceed ongoing unrestricted revenues.)</p>	<p>Structural deficit spending is projected in 2018-19, 2019-20 and 2020-21 due to negotiated agreements settled in 2017-18 without corresponding budget adjustments to offset these ongoing increased costs.</p>	<p>3/10/2020 Update: The Fiscal Recovery Plan was presented at the February 6, 2020 Board Meeting and included proposals to achieve the \$27M solution. These proposals require negotiations.            5/8/2020 Update: The 2019-20 Second Interim Financial Report and FCMAT Update was presented at the April 2, 2020 Board Meeting. The District's \$27M shortfall will not be resolved without a negotiated solution.            11/30/2020 Update: The 2020-21 Revised Adopted Budget presented at the October 1, 2020 Board Meeting projects that the District has not resolved the structural deficit in all three years (2020-2021 thru 2022-2023). The District has implemented over \$50M in expense reductions over the past 2 years but still requires a multi-million solution to eliminate the deficit and achieve fiscal solvency.            3/1/21 Update: No change.  <b>5/1/21 Update: The 20-21 2nd Interim financial report projected an unrestricted deficit spend of (\$11.2M) in 21-22 and (\$26.4M) in 22-23.</b></p>	<p>In Progress</p>

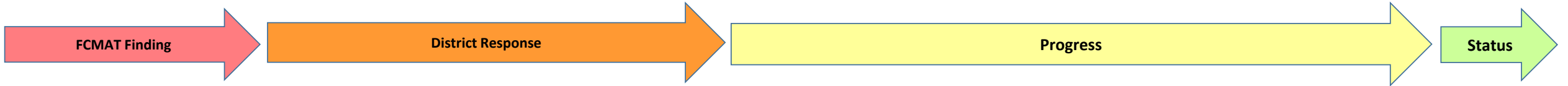




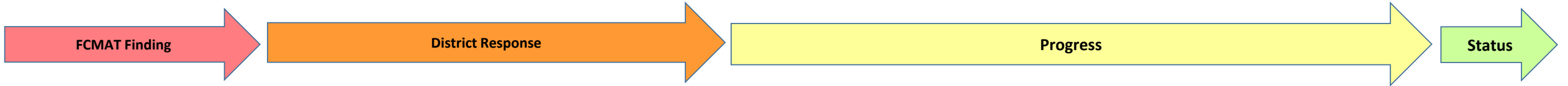
FCMAT Finding	District Response	Progress	Status
<p><b>12</b> Is the district avoiding deficit spending in the current fiscal year? Is the district projected to avoid deficit spending in the two subsequent fiscal years? If the district has deficit spending in the current or two subsequent fiscal years, has the board approved and implemented a plan to reduce and/or eliminate deficit spending? Has the district decreased deficit spending over the past two fiscal years?</p>	<p>Based on the revised 2018-19 adopted budget, the district's deficit spending is projected to be \$ 35,950,457.05 in total unrestricted and restricted funds. The district's total deficit, including unrestricted and restricted funds, is projected to be \$52,563,654.00 in 2019-20 and \$49,923,727.28 in 2020-21. As part of the district's revised 2018-19 adopted budget, the board approved a plan to reduce deficit spending; however, the plan does not reduce or eliminate deficit spending to an amount sufficient to sustain solvency. Additional significant reductions are needed. The total plan brought to the board on October 4, 2018 was for \$11,483,500 in reductions to the unrestricted general fund. FCMAT's review of the past two fiscal years shows that the district did not start deficit spending until 2017-18; the deficit for that fiscal year was \$10,966,055.80. In 2016-17, the district had a surplus of \$5,747,472.67.</p>	<p>In Progress: District Recommended Plan will correct deficit spending. However, adjustments do require negotiated savings. As of the 2019-20 Revised Adopted Budget the District has implemented \$50.2M in ongoing budget adjustments and \$12.1M in one-time budget adjustments during the period of December 2018 through September 2019. Although these adjustments did not eliminate the deficit, the District's financial position was improved as follows: 2018-2019 actual deficit was \$171K in total unrestricted and restricted funds and the District's total deficit, including unrestricted and restricted funds, is projected to be \$18,706,878 in 2019-20, \$28,1253,536 in 2020-21 and \$30,977,139 in 2021-22. In order to eliminate the deficit and maintain sufficient reserves to satisfy the 2% required for economic uncertainties, the District will need to about \$27M in ongoing solutions. The District will continue to research opportunities to mitigate the deficit but major adjustments will require a negotiated solution. This information can be found in the Revised Adopted Budget 2019-20 presented at the October 3, 2019 Board Meeting.</p> <p>3/10/2020 Update: The 2019-20 First Interim Financial Report and FCMAT Update was presented at the December 19, 2019 Board Meeting with a negative certification. The District has implemented most of the non-negotiable items. The District estimates deficit spending during 2020-21 in the amount of \$28.6M resulting in unrestricted ending General Fund balance of approximately \$30.5M. The estimate for 2021-22 deficit spending is \$29.8M resulting in an unrestricted General Fund balance of approximately \$695K. A negotiated solution will be required to address the District's \$27M shortfall.</p> <p>5/8/2020 Update: The 2019-20 Second Interim Financial Report and FCMAT Update was presented at the April 2, 2020 Board Meeting with projected deficit spending for 2020-21 of \$32M and \$30M for 2021-22.</p> <p>11/30/2020 Update: The 2020-21 Revised Adopted Budget presented at the October 1, 2020 Board Meeting projects that the District has not resolved the structural deficit in all three years (2020-2021 thru 2022-2023). The District has implemented over \$50M in expense reductions over the past 2 years but still requires a multi-million solution to eliminate the deficit and achieve fiscal solvency.</p> <p>3/1/21 Update: The 2020-21 1st Interim Budget presented at the December 17, 2020 Board Meeting projects that the District has not resolved the structural deficit in all three years (2020-2021 thru 2022-2023). The District has implemented over \$50M in expense reductions over the past 2 years but still requires a multi-million solution to eliminate the deficit and achieve fiscal solvency.</p> <p><b>5/1/21 Update: The 20-21 2nd Interim financial report projected an unrestricted deficit spend of (\$11.2M) in 21-22 and (\$26.4M) in 22-23.</b></p>	<p>In Progress</p>



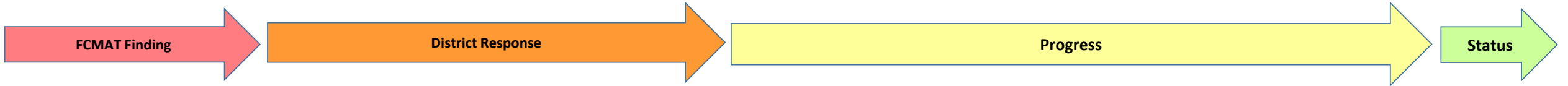
13	Does the district have a plan to fund its liabilities for retiree benefits?	The district commissioned an actuarial valuation dated June 30, 2016, in accordance with Governmental Accounting Standards Board (GASB) Statement 75, Actuarial Report of OPEB Liabilities.	The Superintendent plans to establish an OPEB commission to further address the outstanding liability once a balanced budget is adopted.	In Progress
		<p>The actuarial report estimates the district's total other post-employment benefits (OPEB) liability to be \$780,518,410 for the fiscal year ending June 30, 2018, and its net OPEB liability (i.e., factoring in employer contributions to the trust, net investment income, benefit payments, and administrative expenses) to be \$725,760,458 for the same period.</p> <p>The district has established an irrevocable OPEB trust with assets dedicated toward paying future retiree medical benefits. GASB 75 allows prefunded plans to use a discount rate that reflects the expected earning on trust assets. However, the actuarial report states:</p> <p>... the district expects to yield 7.25% per year over the long term, based on information published by CalPERS as of the June 30, 2016 actuarial valuation date. However, total net contributions to the trust have averaged 31% of the amount that would have been needed to be deposited to the OPEB trust so that total OPEB contributions would equal the actuarially defined contribution.</p>	<p>3/10/2020 Update: On October 25, 2019 the District received its updated Other Post Employment Benefit (OPEB) liability amount in our latest GASB 75 actuarial report for fiscal year ended June 30, 2019.</p> <p>The latest valuation reports the District's Total OPEB Liability at \$599 million, a \$181 million decrease from the prior report of \$780 million. This is a result of lower than projected medical premium growth and increased interest rates. While a portion of the change in interest rates is market-based, being able to maintain the higher interest (discount) rates is contingent upon sustained and/or increasing contributions to the OPEB trust. Failure to do so would likely result in a reduction to these rates in the future and revert to a higher Total OPEB Liability.</p> <p>The Net OPEB Liability decrease by \$199 million from the prior report to \$526 million. The decrease is a result of the continued funding of the District's OPEB irrevocable trust fund in addition to the decreases noted above. In other words, these continued contributions to the OPEB trust help not only in increasing the trust assets, but also in stabilizing or improving the discount rate used to calculate the Total OPEB Liability.</p> <p>This is a significant improvement, but the liability will continue to grow without continued efforts to decrease it.</p> <p>5/8/2020 Update: No change.</p> <p>11/30/20 Update: No change.</p> <p>3/1/21 Update: The District realized excess savings in its Dental and Vision funds and applied the savings towards its OPEB contribution. The District is continuing to review options and develop a plan to fully fund at the ADC level which, over a five year span, will substantially decrease the Net OPEB liability.</p> <p><b>5/1/21 Update: The District is continuing to review options and develop a plan to fully fund at the ADC level which, over a five year span, will substantially decrease the Net OPEB liability.</b></p>	
14	Has the district developed measures to mitigate the effect of student transfers out of the district?	The district authorizes all interdistrict transfers out of the district and does not require the parents of students who receive interdistrict transfer permits to reapply annually.	<p>In Progress: 3/10/2020 Staff is currently in the process of interviewing nearby districts to see what their process is as it relates to interdistrict permits requesting to leave their districts. The end result will be a proposal identifying the pros and cons for SCUSD to be submitted in the coming weeks.</p> <p>5/8/2020 Update: No change, delayed due to COVID-19 pandemic.</p> <p>11/30/2020 Update: Staff is currently reviewing the development of an internal program in "Infinite Campus" that will be used to track inter-district permits so that our data set will contain more information such as reason for the transfer, how many requests have been made for this student etc.</p> <p>We are looking to develop a process where inter-district permits are vetted, but currently do not have the capacity and will need to look at the possibility of creating a position just for Inter district permits.</p> <p>3/1/21 Update: No change.</p> <p><b>5/1/21 Update: Initiated a requirement to attach documentation pertaining to the reason for any ITP request. Documentation will NOT be processed without supporting documents.</b></p>	In Progress



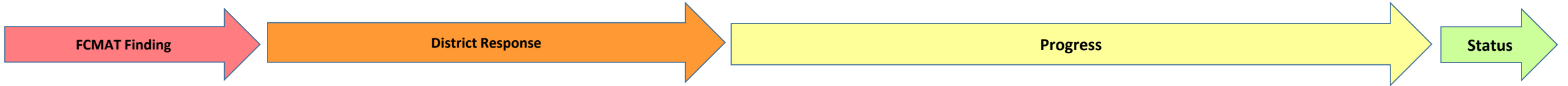
FCMAT Finding	District Response	Progress	Status
15	Is the district able to maintain the minimum reserve for economic uncertainty in the two subsequent years?	The district will fall short of its 2019-20 and 2020-21 minimum reserve requirement based on its revised (October 4, 2018) adopted 2018-19 budget projections, which show unrestricted ending fund balances of (\$17,491,788.17) in 2019-20 and (\$66,494,314.95) in 2020-21.	<p>The 2019/20 Proposed Budget shows the District will have their minimum reserve for the 19/20 and 20/21 fiscal year. However, if no adjustments are made the 21/22 fiscal year the district will have a negative reserve. District is working on a negotiated solution. Although the District has made significant budget adjustments in the amount of \$50.2M in ongoing and \$12.1M in one-time resulting in improving the unrestricted fund balances to \$51.6M in 2019-20 and \$23.5M in 2010-21, the third year 2021-22 remains a challenge without a \$27M solution. The fund balances for the third year 2021-22 are projected at (\$7.5M).</p> <p>3/10/2020 Update: The 2019-20 First Interim Financial Report and FCMAT Update was presented at the December 19, 2019 Board Meeting with a negative certification. The 2019-20 General Fund Balance presented at First Interim is \$59,146,111 for FY 19-20, and projected at \$30,523,941 in FY 2020-21 and \$695,344 in FY 2021-22.</p> <p>5/8/2020 Update: At the April 2, 2020 Board Meeting, the 2019-20 Second Interim Financial Report was approved with a negative certification and an update on the FCMAT matrix was also presented. The unrestricted general fund balance at the 2019-20 Second Interim is as follows: *2019-20: \$58,556,959 *2020-21: \$26,956,247 and *2021-22: -\$2,043,174. The District may not meet the minimum required 2% reserve in Fiscal Year 2021-22.</p> <p>11/30/2020 Update: The 2020-21 Revised Adopted Budget presented at the October 1, 2020 Board Meeting projects that the District has not resolved the structural deficit in all three years (2020-2021 thru 2022-2023). The District is projected to meet the minimum required reserve in 2020-2021 and 2021-2022 but will not meet the required reserve in 2022-2023. The District has implemented over \$50M in expense reductions over the past 2 years but still requires a multi-million solution to eliminate the deficit and achieve fiscal solvency. Please see #16 below.</p> <p>3/1/21 Update: At the December 10, 2020 Board Meeting, the 2020-21 First Interim Report was approved with a negative certification. The 2020-21 Unrestricted General Fund balance presented at First Interim is \$62.5 M for 20-21, \$24.3 for 21-22, and (\$31.3 M) for 22-23.</p> <p><b>5/1/21 Update: At the March 18, 2021 Board Meeting, the 20-21 2nd Interim financial report was approved by the Board with a qualified certification. The 20-21 Unrestricted General Fund balance presented is \$89.5M for 20-21, \$78.3M for 21-22 and \$51.9M for 22-23.</b></p>
16	If the district is not able to maintain the minimum reserve for economic uncertainty, does the district's multiyear financial projection include a board-approved plan to restore the reserve?	The district does not have a board-approved plan sufficient to restore the reserve at the time of this Fiscal Health Risk Analysis.	<p>The District continues to work on a negotiated solution. The status remains unchanged, the District needs a negotiated solution to address the deficit and achieve fiscal solvency.</p> <p>3/10/2020 Update: In order to maintain fiscal solvency, restore stability and address the long term financial issues, the District presented for consideration revisions to Board Policy (BP) 3100: Business and Noninstructional Operations which include the increase of the general fund expenditure reserve from the minimum 2% to a 5% reserve level. BP 3100 was presented to the Board at the February 6, 2020 Board Meeting as a First Reading.</p> <p>5/8/2020 Update: The proposed policy BP 3100 was scheduled for further Board review and discussion in March or April 2020 Board meetings but this was delayed due to the impact of the COVID-19 pandemic on District operations. BP 3100 will be presented to the Board at the May 21, 2020 Board Meeting as a First Reading for further review and discussion.</p> <p>Update 11/30/2020: A Fiscal Recovery Plan (FRP) was presented at the November 19, 2020 Board Meeting and included negotiable and non-negotiable solutions to achieve fiscal solvency. The FRP will be considered at the December 10, 2020 Board Meeting for implementation. Revised drafts of BP 3100 will be presented at a Board Meeting not later than January 2021.</p> <p>3/1/21 Update: The MYP will include ongoing reductions of \$4.5M approved by the Board at the February 4th, 2021 Board Meeting. Revised BP 3100 adopted at 3/4/21 Board Meeting.</p> <p><b>5/1/21 Update: No change</b></p>



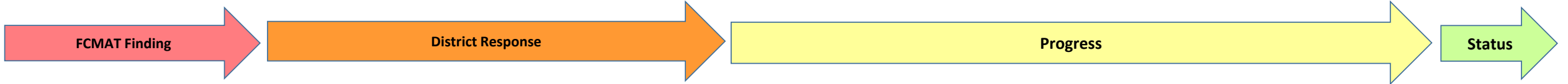
FCMAT Finding	District Response	Progress	Status
<p><b>17</b> Is the district's projected unrestricted fund balance stable or increasing in the two subsequent fiscal years?</p>	<p>The district's unrestricted general fund balance is projected to decrease significantly in 2019-20 and 2020-21 compared to its 2018-19 budgeted amount:</p> <ul style="list-style-type: none"> <li>* 2018-19: \$25,926,177.49</li> <li>* 2019-20: (\$17,491,788.17)</li> <li>* 2020-21: (\$66,494,314.95)</li> </ul>	<p>While the District has made progress, the District continues to work on a negotiated solution. Although the District still needs a \$27M solution to achieve fiscal solvency, the adjustments implemented in the last year have improved the unrestricted general fund balance as follows: * 2018-19: \$61,133,835 *2019-20: \$51,622,467.60 *2020-21: \$23,498,932 and *2021-22: (\$7,478,207).            3/10/2020 Update: The 2019-20 First Interim Financial Report and FCMAT Update was presented at the December 19, 2019 Board Meeting with a negative certification. The unrestricted general fund balance at the 2019-20 First Interim is as follows: *2019-20: \$59,146,111 *2020-21: \$30,523,941 and *2021-22: 695,344.            5/8/2020 Update: At the April 2, 2020 Board Meeting, the 2019-20 Second Interim Financial Report was approved with a negative certification and an update on the FCMAT matrix was also presented. The unrestricted general fund balance is decreasing in the subsequent fiscal years and at the 2019-20 Second Interim is as follows: *2019-20: \$58,556,959 *2020-21: \$26,956,247 and *2021-22: -\$2,043,174.            11/30/2020 Update: As of 2020-2021 1st Interim financial report the District's unrestricted fund balance is projected to decline from the 2020-2021 to the two subsequent fiscal years as follows:            2020-2021 = \$62M            2021-2022 = \$24M            2022-2023 = -\$31M            3/1/21 Update: PENDING 20-21 2ND INTERIM FINAL NUMBERS.  <b>5/1/21 Update: As of the 20-21 2nd Interim financial report the District's unrestricted fund balance is projected to decline from the 20-21 fiscal year to the two subsequent years as follows: 2020-21 = \$89.5M, 2021-22 = \$78.3M, 2022-23 = \$51.9M.</b></p>	<p>In Progress</p>
<p><b>18</b> If the district has unfunded or contingent liabilities or one-time costs, does the unrestricted fund balance include any assigned or committed reserves above the recommended reserve level?</p>	<p>The district's unrestricted ending fund balance does not include amounts for the following liabilities:</p> <ul style="list-style-type: none"> <li>* Because the district and the SCTA disagree on the implementation date of a 3.5% increase included in the December 7, 2017 negotiated agreement,</li> <li>* There is a potential fiscal impact for 2019-20 and beyond of a 7% increase related to salary schedule restructuring rather than the 3.5% stated in the agreement.</li> <li>* The district's net contributions to the irrevocable OPEB trust established to pay future retiree medical benefits have averaged 31% of the amount that will be needed to ensure that total OPEB contributions equal the actuarially- defined contribution. The area of retirement benefits is a liability that the district will need to face because the costs are outpacing contributions.</li> </ul>	<p>In Progress: Superintendent to establish commission to further address the outstanding liability once a balanced budget is adopted.            3/10/2020 Update: On October 25, 2019 the District received its updated Other Post Employment Benefit (OPEB) liability amount in our latest GASB 75 actuarial report for fiscal year ended June 30, 2019.            The latest valuation reports the District's Total OPEB Liability at \$599 million, a \$181 million decrease from the prior report of \$780 million. This is a result of lower than projected medical premium growth and increased interest rates. While a portion of the change in interest rates is market-based, being able to maintain the higher interest (discount) rates is contingent upon sustained and/or increasing contributions to the OPEB trust. Failure to do so would likely result in a reduction to these rates in the future and revert to a higher Total OPEB Liability.            The Net OPEB Liability decrease by \$199 million from the prior report to \$526 million. The decrease is a result of the continued funding of the District's OPEB irrevocable trust fund in addition to the decreases noted above. In other words, these continued contributions to the OPEB trust help not only in increasing the trust assets, but also in stabilizing or improving the discount rate used to calculate the Total OPEB Liability.            This is a significant improvement, but the liability will continue to grow without continued efforts to decrease it.            5/8/2020 Update: No change.            11/30/20 Update: No change.            3/1/21 Update: The District realized excess savings in its Dental and Vision funds and applied the savings towards its OPEB contribution. The District is continuing to review options and develop a plan to fully fund at the ADC level which, over a five year span, will substantially decrease the Net OPEB liability.  <b>5/1/21 Update: The District is continuing to review options and develop a plan to fully fund at the ADC level which, over a five year span, will substantially decrease the Net OPEB liability.</b></p>	<p>In Progress</p>



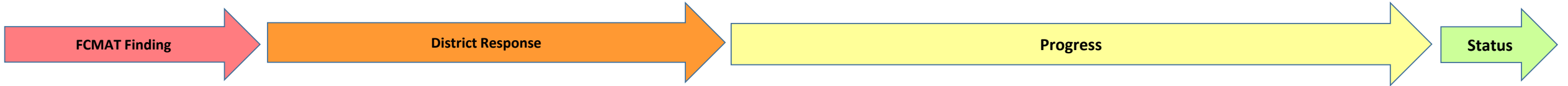
FCMAT Finding	District Response	Progress	Status
<p><b>19</b> Is the percentage of the district's general fund unrestricted budget that is allocated to salaries and benefits at or under the statewide average for the current year?</p>	<p>The statewide average for unified school districts as of 2016-17 (the latest data available) is 84.63%. At 2018-19 first interim, the district is exceeding the statewide average by 6.37%.</p>	<p>In Progress: Once the final calculations are determined for the second retro payment, this can then be determined. Update: 3/10/2020 The SCTA Retros have been issued. The first SCTA Retro was paid on October 11, 2019 and the second SCTA Retro was paid on November 25, 2019. At the 2019-20 First Interim, the District's Salaries and Benefits was at 92.6% which falls within the standard percentage of 87.5%-93.5%.            5/8/2020 Update: At the 19-20 Second Interim, the District's Salaries and Benefits was at 93.7% which does not fall within the standard percentage of 87.5%-93.5%. The District does not meet the status and is exceeding the statewide average by .5%.            11/30/2020 Update: As of the Revised Adopted Budget for 2020-2021, the District's Salaries and Benefits comprise approximately 71% of the General Fund and 90% of the Unrestricted General Fund balance.            3/1/21 Update: PENDING 20-21 2ND INTERIM FINAL NUMBERS.  <b>5/1/21 Update: As of the 20-21 2nd Interim financial report the District's Salaries &amp; Benefits comprised 89% of the Unrestricted General Fund projected expenditures and 75% of the combined General Fund.</b></p>	<p>In Progress</p>
<p><b>20</b> Is the percentage of the district's general fund unrestricted budget that is allocated to salaries and benefits at or below the statewide average for the three prior years?</p>	<p>The district exceeds the statewide average in this area for all three prior years, with its highest percentage in 2015-16 at 6.93% higher than the state average.</p>	<p>In Progress: Once the final calculations are determined for the second retro payment, this can then be determined. Update: 3/10/2020 The SCTA Retros have been issued. The first SCTA Retro was paid on October 11, 2019 and the second SCTA Retro was paid on November 25, 2019. At the 2019-20 First Interim, the District's Salaries and Benefits was at 92.6% which falls within the standard percentage of 87.5%-93.5%.            5/8/2020 Update: At the 19-20 Second Interim, the District's Salaries and Benefits was at 93.7% which does not fall within the standard percentage of 87.5%-93.5%. The District does not meet the status and is exceeding the statewide average by .5%.            11/30/2020 Update: As of the Revised Adopted Budget for 2020-2021, the District's Salaries and Benefits comprise approximately 71% of the General Fund and 90% of the Unrestricted General Fund balance.            3/1/21 Update: PENDING 20-21 2ND INTERIM FINAL NUMBERS.  <b>5/1/21 Update: As of the 20-21 2nd Interim financial report the District's Salaries &amp; Benefits comprised 89% of the Unrestricted General Fund projected expenditures and 75% of the combined General Fund.</b></p>	<p>In Progress</p>
<p><b>21</b> Is the district using its restricted dollars fully by expending allocations for restricted programs within the required time?</p>	<p>The district has seen a 129% increase in its total restricted ending fund balance from 2014-15 to 2017-18. This increase indicates that the district is not fully expending its restricted funding allocations. In addition, staff stated that some federal funds have gone unspent and have been returned to the federal government.</p>	<p>For 2019/20 budget, most of the title type current year allocations for the year have been programmed for the upcoming year. This includes Title I and Title II. Some Title III funds still need to be programmed and team members are working on this matter. Title IV first year allocations have been program. Title IV second year has not been allocated at this time. While Title I funds have been allocated, the multi-year conservatively assumes \$1.5 million in Title I funds will not be spent by June 30 and utilized in 2020-21. Medi-Cal has \$1.4 million carryover that needs to be programmed. SIG carryover of \$4 million will be spent over 2019-20 and 2020-21. These funds require discussions with the consortium as to the best option on spending carryover funds. Staff will monitor projected restricted carryover, so that plans can be developed to utilize these one-time carryover funds appropriately.            5/8/2020 Update: No change.            11/30/20 Update: No change.            3/1/21 Update: No change.  <b>5/1/21 Update: Staff is working with sites and departments to encumber and spend SIG, CSI and carryover Title funded programs to ensure these funds are not lost, also when needed the District will file for extension waivers.</b></p>	<p>In Progress</p>



FCMAT Finding	District Response	Progress	Status
<p><b>22</b> Are the district's financial system's access and authorization controls reviewed and updated upon employment actions (i.e. resignations, terminations, promotions or demotions) and at least annually?</p>	<p>The district does not regularly update authorization controls, and discrepancies based on changes in positions are often found many months later. The district relies on a digital change form that requires manual signatures, which slows the process or results in lost forms. The district should move to a digital form process to increase efficiency.</p>	<p>Yes. HR annually conducts a review of personnel transactions to ensure accurate staffing. The Information Technology Department is in the process of implementing a computer system (UMRA) to perform this task electronically.            3/11/2020 Update: The implementation will continue after the new Chief Information Officer is hired.            5/8/2020 Update: No change.            11/30/2020 Update: The first phase of the rollout will be implemented by mid-January. Phase 1 – Active Directory: email account creation/deactivation. Subsequent phases would to use UMRA to create user accounts for primary programs like Escape, Infinite Campus.            3/1/21 Update: UMRA was enabled on 2/11/21 to manage the deactivation of active directory accounts. Creation of accounts has been put on pause while data issues are addressed within the system of record, Escape.  <b>5/1/21 Update: Progress has been made on the data clean up and we are seeing positive test results in our test data pulls. We will have this done very soon. We have also see a significant switch in changes in the initial data entry causing fewer data issues. HR has made changes in the way data is entered and made it operational.</b></p>	<p>In Progress</p>
<p><b>23</b> Does the district ensure that duties in the following areas are segregated, and that they are supervised and monitored? • Accounts payable (AP)</p>	<p>Although the accounts payable process appears properly supervised and monitored, the printing of the warrants is completed in the business department rather than in a separate department, such as technology, which would improve segregation of duties. One department should input the information and a different department should print warrants</p>	<p>In Progress: Staff to review technology, and conduct Cabinet to Cabinet discussion on implementation. No target date has been set. The status remains unchanged. The Business Office and Technology will continue reviewing options for addressing the segregation of duties. However, due to the reductions in personnel, appropriately adhering to segregation of duties will be a challenge.            3/10/2020 Update: No change.            5/8/2020 Update: No change.            11/30/2020 Update: Inter-Department Team (IDT) meetings established between Human Resources, Business Services, Technology, and Continuous Improvement Departments. The first meeting took place on November 4, 2020. The next meeting is scheduled for November 18, 2020, meetings will be held every other week.            3/1/21 Update: IDT meetings ongoing, no process change at this time.  <b>5/1/21 Update: The AP warrant process includes each AP team member inputting data. Once input, the data is then reviewed and cross-checked by a different AP team member. Once the review is complete, the AP batch is forwarded to the Lead AP for audit. Upon audit completion the AP batch is reviewed and approved by the Director of Accounting. The AP Batch is then printed by the Lead AP for distribution. With the multi-levels of review and audit in place for each AP batch, the district has ensured that duties are sufficiently segregated, supervised and monitored.</b></p>	<p>In Progress</p>
<p><b>24</b> Does the district ensure that duties in the following areas are segregated, and that they are supervised and monitored? • Payroll</p>	<p>The payroll process appears properly supervised and monitored; however, the business department prints the warrants rather than having a separate department, such as technology, do so to ensure separation of duties. One department should input the information and a different department should print warrants.</p>	<p>In Progress: Staff to review technology, and conduct Cabinet to Cabinet discussion on implementation. No target date has been set. The status remains unchanged. The Business Office and Technology will continue reviewing options for addressing the segregation of duties. However, due to the reductions in personnel, appropriately adhering to segregation of duties will be a challenge.            3/10/2020 Update: No change.            5/8/2020 Update: No change.            11/30/2020 Update: Inter-Department Team (IDT) meetings established between Human Resources, Business Services, Technology, and Continuous Improvement Departments. The first meeting took place on November 4, 2020. The next meeting is scheduled for November 18, 2020, meetings will be held every other week.            3/1/21 Update: IDT meetings ongoing, no process change at this time.  <b>5/1/21 Update: The payroll process begins with a fiscal technician inputting payroll data and submitting to their Payroll Lead to review and initial the reports. The initialed report is then provided to the payroll Supervisor for an additional layer of review and final approval. Once approved, the payroll is locked within the financial system. To finish the process, a separate fiscal technician and Payroll Lead review the check batch and reconciles the check numbers to the payroll. With the multi-levels of review and approval in place, the payroll department ensures the process is segregated, supervised and monitored.</b></p>	<p>In Progress</p>

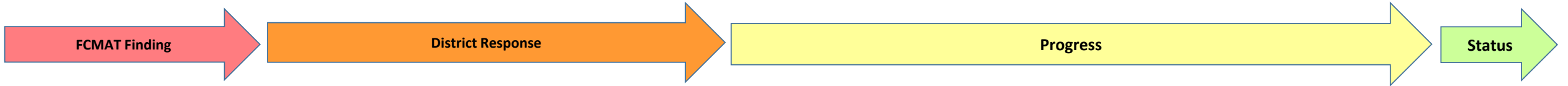


25	Is training on financial management and budget offered to site and department administrators who are responsible for budget management?	There has been little or no budget and fiscal training for site and department administrators who are responsible for budget management. Training is done informally and as needed or requested rather than on a regular schedule.  The amount of expertise, access to and knowledge of the financial system vary by site and department.	The District's Business Office scheduled a budget/fiscal training on January 8th, 2020 from 8:30 to 9:30am for all site administrators at the Priority Initiative Meeting (Principal's Meeting). This session covered the following 3 topics: 1. how to access and understand a site budget 2. how to check on the status of a submitted requisition 3. the workflow for contracts and travel requisitions from creating a requisition to approval. The District's Business Office intends to provide regular budget/fiscal sessions at the Priority Initiative Meetings. Escape trainings offered monthly to all staff. 5/8/2020 Update: No change. 11/30/20 Update: No change. 3/1/21 Update: Currently, trainings are provided upon request. <b>5/1/21 Update: Currently, trainings are provided upon request.</b>	In Progress
26	Does the governing board adopt and revise policies and administrative regulations annually?	Although board policies and administrative regulations are brought to the board sporadically for revision and/or adoption, there was no evidence of an intent to review the information annually or to ensure that it is a priority to communicate the permissions, limitations and standards of the board.	Staff, in conjunction with the Board Policy Committee, has begun developing structures to ensure new and current BPs/ARs are systematically reviewed, revised, and readopted as needed. 3/10/2020 Update: In order to maintain fiscal solvency, restore stability and address the long term financial issues, the District presented for consideration revisions to Board Policy (BP) 3100: Business and Noninstructional Operations which include: 1. The increase of the general fund expenditure reserve from the minimum 2% to a 5% reserve level. 2. One-Time funding should be used for one-time expenditures and shall only be used for an on-going expenditure as a last resort. As part of the approval of the annual budget, the Board shall consider any proposed use of One-Time funding and shall take separate action to approve such uses. BP 3100 was presented to the Board at the February 6, 2020 Board Meeting as a First Reading. 5/8/2020 Update: The proposed policy BP 3100 was scheduled for further Board review and discussion in March or April 2020 Board meetings but this was delayed due to the impact of the COVID-19 pandemic on District operations. BP 3100 will be presented to the Board at the May 21, 2020 Board Meeting as a First Reading for further review and discussion. 11/30/2020 Update: The District plans to periodically bring forward a package of policies and regulations that should be adopted or revised. The next package of new/revised policies is planned for bringing forward to the Board early in the new year. Concerning the need to communicate out new/revised - See red-line Exhibit attached. This could be easily implemented by Cabinet promptly and without requiring Board Approval. The District has updated and formalized its process to disseminate and communicate new or revised policies and administrative regulations. The process also includes providing any training required as a result of a new or revised policy or regulation. See attached revised Exhibit Form. 3/1/21 Update: Updated Bylaw Exhibit regarding process for approving and disseminating/communicating regarding updated polices and regulations. Memorandum regarding such circulated to staff – regarding the need for departments to follow this procedure, as well as periodically review their department related policies and regulations and work with the Legal Services Department to update existing or adopt new policies. Finally, the above is evidenced by the recent adoption of two polices and companion regulation, and the dissemination of each to staff (BP Lactation Accommodation; BP/AR Homeless Students). Revised BP 3100 adoped at 3/4/21 Board Meeting.	Complete

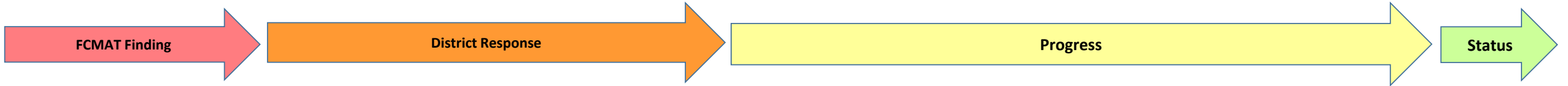


27	Are newly adopted or revised policies and administrative regulations communicated to staff and implemented?	When it brings policies to the board for revision or adoption, the district has no process for communicating the information to staff or implementing the policies in detail. A communication is sent to staff after each board meeting that summarizes the meeting, but for staff to fully understand changes in board policy and administrative regulations, further detail and instructions are needed.	Staff will develop a structure to ensure adoptions and revisions to policies and administrative regulations are communicated to staff once a system is in place to ensure BPs/ARs are reviewed, revised, and adopted on a regular basis. 3/11/2020 Update: Staff is finalizing guidance regarding the process for adopting and implementing new or revised policies on a regular basis. Following cabinet and Board approval, the process will include steps for dissemination to the impacted staff, departments, and schools through appropriate memorandum, meetings, or trainings. 5/8/2020 Update: At the upcoming board meeting in June, the District will adopt a new process for implementing new or revised policies on a regular and ongoing basis. The process will include steps for dissemination to the impacted staff, departments, and schools through appropriate memorandum, meetings, or trainings. 11/30/2020 Update: The District plans to periodically bring forward a package of policies and regulations that should be adopted or revised. The next package of new/revised policies is planned for bringing forward to the Board early in the new year. Concerning the need to communicate out new/revised - See red-line Exhibit attached. This could be easily implemented by Cabinet promptly and without requiring Board Approval. The District has updated and formalized its process to disseminate and communicate new or revised policies and administrative regulations. The process also includes providing any training required as a result of a new or revised policy or regulation. See attached revised Exhibit Form. 3/1/21 Update: Updated Bylaw Exhibit regarding process for approving and disseminating/communicating regarding updated polices and regulations. Memorandum regarding such circulated to staff – regarding the need for departments to follow this procedure, as well as periodically review their department related policies and regulations and work with the Legal Services Department to update existing or adopt new policies. Finally, the above is evidenced by the recent adoption of two polices and companion regulation, and the dissemination of each to staff (BP Lactation Accommodation; BP/AR Homeless Students). Revised BP 3100 adoped at 3/4/21 Board Meeting.	Complete
28	Does the district have board-adopted staffing ratios for certificated, classified and administrative positions?	Staffing ratios, where documented, appear to be a result of terms in the collective bargaining agreement rather than board-adopted.	The District presented staffing ratios to the Board in May. These staffing ratios were used in the development of the 2019-20 budget. Further refinements for future years will be presented to the Board. Target 10/30/2019. Update 11/19/19: In Progress: Board-adopted staffing ratios for certificated, classified, and administrative positions are being updated and additionally defined. 5/8/2020 Update: The staffing ratios for fiscal year 2020-21 were completed in preparation for One Stop staffing in January 2020 which is part of the budget development process. The staffing ratios will be approved in June 2020 when the Budget for 2020-21 is approved. 11/30/20 Update: No change. 3/1/21 Update: No change. <b>5/1/21 Update: The staffing ratios for fiscal year 2021-22 were completed in preparation for Budget Development meetings conducted in January and February 2021. The staffing ratios will be approved in June 2021 when the Budget for 2021-22 is approved.</b>	In Progress
29	Does the district use its facilities fully in accordance with the Office of Public School Construction's loading standards?	Although the district has a 24-to-1 student-to-staff ratio for K-3, and follows the class size standards in its collective bargaining agreement with SCTA for the other grade levels, its facilities department estimates that the district has approximately 20% more capacity than needed for its current student enrollment. The district closed six schools in the last seven years and reopened one.	A contract for Facilities Master Planning services was Board approved on June 20, 2019 and will incorporate an analysis of District capacity. The contract was awarded to DLR Group, commenced on July 1, 2019 and will be completed Spring of 2020. 5/8/2020 Update: The assessments were delayed due to the closure of schools. Staff has been in communication with DLR to discuss progress with completion of the assessments and developing a revised timeline. 11/30/2020 Update: New completion date is Spring 2021. 3/1/21 Update: New completion date is Summer 2021. <b>5/1/21 Update: Completion date is Summer 2021.</b>	In Progress

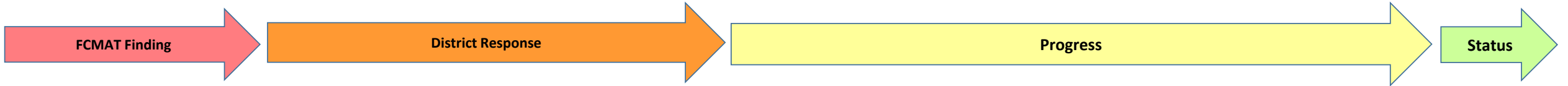




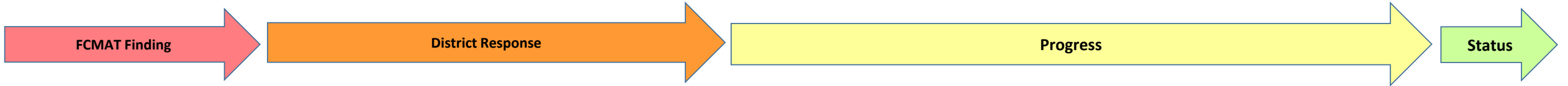
30	Does the district have an up-to-date long-range facilities master plan?	The district's facilities master plan was prepared by MTD Architecture in 2012 and has not been updated since.	The current facilities master plan was prepared by MTD Architecture in 2012. An RFQ was submitted. A contract for the development of a new Facilities Master Plan was Board approved on June 20, 2019 and will incorporate an analysis of District capacity. The contract was awarded to DLR Group, commenced on July 1, 2019 and will be completed Spring of 2020. 5/8/2020 Update: The facility assessments are approximately 80% complete and will progress with a revised timeline. The completion of the assessments have been delayed due to the school closures. 11/30/2020 Update: New completion date is Spring 2021. 3/1/21 Update: New completion date is Summer 2021. <b>5/1/21 Update: Completion date is Summer 2021.</b>	In Progress																																																				
31	Does the district account correctly for all costs related to special education (e.g., transportation, indirect costs, service providers)?	Not all appropriate costs related to special education are charged to the program, including legal fees and the full allowable indirect costs.	Update: Program analysis was conducted and completed by SCOE Expert. 5/8/2020 Update: No change. 11/30/2020 Update: Staff have confirmed that appropriate costs related to special education are charged to the program including indirect costs.	Complete																																																				
32	Is the district's contribution rate to special education at or below the statewide average contribution rate?	The district's 2018-19 budget plan indicates that its general fund contribution to special education will be \$73,590,731 and that its total special education expenditures will be \$107,398,026, which means that its contribution will equal 68.52% of total expenditures for the program. The statewide average contribution rate is 64.5% as of 2016-17.	Update: Program analysis was conducted and completed by SCOE Expert. Will be reviewed and shared by 4/30/19. 6/5/19 Update: Final report has not been received from SCOE Expert. 3/10/2020 Update: The 2019-20 First Interim indicates \$82,559,549 of General Fund contribution towards the Special Education restricted program. This is a percentage increase in contribution of 12%. At the January 19, 2020 Board Meeting, staff shared the work underway with special education programs and services and the implementation of the multi-tiered system of support (MTSS). 5/8/2020 Update: No change. 11/30/2020 Update: Program analysis was conducted by SCOE expert, and draft findings submitted to SCOE in 2019. The Special Education department has recently undergone a reorg. There are no additional changes at this time. 3/1/21 Update: Special Education Department completed an analysis of the historical MOE Data. The data highlights that Sacramento City Unified has consistently been below the statewide average, which is in the range of 65%. This was a result of a miscalculation of the local contribution and total expenditures as noted in the 1.2 grid provided. <table border="1" data-bbox="1276 893 2231 1250"> <thead> <tr> <th data-bbox="1276 893 1774 917">Sacramento City Unified MOE</th> <th data-bbox="1774 893 1935 917">2017-18</th> <th data-bbox="1935 893 2096 917">2018-19</th> <th data-bbox="2096 893 2231 917">2019-20</th> </tr> </thead> <tbody> <tr> <td data-bbox="1276 917 1774 941">Federal</td> <td data-bbox="1774 917 1935 941">10,046,238</td> <td data-bbox="1935 917 2096 941">10,317,456</td> <td data-bbox="2096 917 2231 941">10,296,631</td> </tr> <tr> <td data-bbox="1276 941 1774 966">State</td> <td data-bbox="1774 941 1935 966">41,487,253</td> <td data-bbox="1935 941 2096 966">46,582,841</td> <td data-bbox="2096 941 2231 966">47,634,332</td> </tr> <tr> <td data-bbox="1276 966 1774 990">Local</td> <td data-bbox="1774 966 1935 990">12,115,380</td> <td data-bbox="1935 966 2096 990">11,274,010</td> <td data-bbox="2096 966 2231 990">10,015,491</td> </tr> <tr> <td data-bbox="1276 990 1774 1015">Local Contribution</td> <td data-bbox="1774 990 1935 1015">64,868,198</td> <td data-bbox="1935 990 2096 1015">70,705,641</td> <td data-bbox="2096 990 2231 1015">69,911,735</td> </tr> <tr> <td data-bbox="1276 1015 1774 1039">Total SpEd Expenditures</td> <td data-bbox="1774 1015 1935 1039">128,517,069</td> <td data-bbox="1935 1015 2096 1039">138,879,948</td> <td data-bbox="2096 1015 2231 1039">137,858,189</td> </tr> <tr> <td data-bbox="1276 1039 1774 1063">Local Contribution as % of Total Expenditures</td> <td data-bbox="1774 1039 1935 1063">50%</td> <td data-bbox="1935 1039 2096 1063">51%</td> <td data-bbox="2096 1039 2231 1063">51%</td> </tr> <tr> <td data-bbox="1276 1063 1774 1088">Funding Source as % of Total Expenditures</td> <td data-bbox="1774 1063 1935 1088"></td> <td data-bbox="1935 1063 2096 1088"></td> <td data-bbox="2096 1063 2231 1088"></td> </tr> <tr> <td data-bbox="1276 1088 1774 1112">Federal %</td> <td data-bbox="1774 1088 1935 1112">8%</td> <td data-bbox="1935 1088 2096 1112">7%</td> <td data-bbox="2096 1088 2231 1112">7%</td> </tr> <tr> <td data-bbox="1276 1112 1774 1136">State %</td> <td data-bbox="1774 1112 1935 1136">32%</td> <td data-bbox="1935 1112 2096 1136">34%</td> <td data-bbox="2096 1112 2231 1136">35%</td> </tr> <tr> <td data-bbox="1276 1136 1774 1161">Local %</td> <td data-bbox="1774 1136 1935 1161">900%</td> <td data-bbox="1935 1136 2096 1161">8%</td> <td data-bbox="2096 1136 2231 1161">7%</td> </tr> <tr> <td data-bbox="1276 1161 1774 1185">Local Contribution as % of Total</td> <td data-bbox="1774 1161 1935 1185">50%</td> <td data-bbox="1935 1161 2096 1185">51%</td> <td data-bbox="2096 1161 2231 1185">51%</td> </tr> <tr> <td data-bbox="1276 1185 1774 1209">Total SpEd Expenditures</td> <td data-bbox="1774 1185 1935 1209">100%</td> <td data-bbox="1935 1185 2096 1209">100%</td> <td data-bbox="2096 1185 2231 1209">100%</td> </tr> </tbody> </table> <b>5/1/21 Update: No change.</b>	Sacramento City Unified MOE	2017-18	2018-19	2019-20	Federal	10,046,238	10,317,456	10,296,631	State	41,487,253	46,582,841	47,634,332	Local	12,115,380	11,274,010	10,015,491	Local Contribution	64,868,198	70,705,641	69,911,735	Total SpEd Expenditures	128,517,069	138,879,948	137,858,189	Local Contribution as % of Total Expenditures	50%	51%	51%	Funding Source as % of Total Expenditures				Federal %	8%	7%	7%	State %	32%	34%	35%	Local %	900%	8%	7%	Local Contribution as % of Total	50%	51%	51%	Total SpEd Expenditures	100%	100%	100%	In Progress
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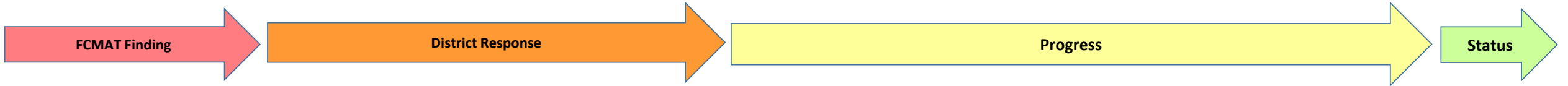
FCMAT Finding	District Response	Progress	Status
<p><b>33</b> Is the district's rate of identification of students as eligible for special education comparable with countywide and statewide average rates?</p>	<p>The district has an identification rate of 14.5%, while the statewide average identification rate is 11.5% and the countywide identification rate is 12.3%.</p>	<p>Update: Program analysis was conducted and completed by SCOE Expert.            5/8/2020 Update: No change.            11/30/2020 Update: Program analysis was conducted by SCOE expert, and draft findings submitted to SCOE in 2019. The Special Education department has recently undergone a reorg. There are no additional changes at this time.            3/1/21 Update: The Fall 1 reporting window highlights that the District's current rate of identification of students as eligible for special education is 16.3%.  <b>5/1/21 Update: No change.</b></p>	<p>In Progress</p>
<p><b>34</b> Does the district analyze and plan for the costs of due process hearings?</p>	<p>The district analyzes the incidence and cost of due process hearings. Employees interviewed stated that the current budgeted amount for due process hearings is insufficient and that the district would be increasing the shortfall during the next budget cycle. The average cost of a due process settlement has doubled in the last five years.</p>	<p>Update: Program analysis was conducted and completed by SCOE Expert.            5/8/2020 Update: No change.            11/30/2020 Update: Program analysis was conducted by SCOE expert, and draft findings submitted to SCOE in 2019. The Special Education department has recently undergone a reorg. There are no additional changes at this time.            3/1/21 Update: The Special Education Department has designed an online tracking system for evaluating costs and management of current legal matters, including due process and settlement agreement management. The Department is in the process of collaborating with other departments, legal and fiscal to populate the system.  <b>5/1/21 Update: No change.</b></p>	<p>In Progress</p>
<p><b>35</b> Has the district corrected all audit findings?</p>	<p>The district has only partially implemented the findings related to student body funds and student attendance from the 2015, 2016 and 2017 audits. Student body findings identified in the 2015 audit have been reported as partially implemented through the 2017 audit; student attendance findings, identified in 2016, have not been implemented as of the 2017 audit.</p>	<p>The District has partially implemented corrective actions for the student body fund findings identified beginning with the 2015 audit and the student attendance findings identified beginning with the 2016 audit. Findings have occurred each fiscal year since there is a rotation of school sites audited each fiscal year as well as turnover in site staff. Training is provided directly to school sites with findings. Also, ongoing trainings to all sites are provided throughout the fiscal year at both school sites and the district office to assist staff.            5/12/2020 Update: The District did not have any student body funds or attendance audit findings in the 2018-19 audit report. The student body funds and attendance findings included from the 2015, 2016, and 2017 audit reports were updated in the 2018-19 audit report as implemented.</p>	<p>Complete</p>
<p><b>36</b> Is the superintendent's evaluation performed according to the terms of the contract</p>	<p>FCMAT was not able to obtain evidence that the superintendent has received any evaluations since he was hired. His contract states:</p> <p>The Board shall evaluate the Superintendent in writing each year of this agreement. The evaluation shall be based on this agreement, the duties of the position, the 2016-2021 Strategic Plan, policy goals for the District, and other goals and objectives through a collaborative process with the Superintendent. The Superintendent and a committee of the Board will develop the evaluation instrument upon which the superintendent shall be evaluated. The Board shall approve the evaluation instrument and metrics by which to evaluate the Superintendent. The annual evaluation shall be completed based on a timeline determined by the Board.</p> <p>Subsequent to fieldwork, FCMAT was notified that the superintendent's initial evaluation was to be voted on by the governing board on December 6, 2018.</p>	<p>The current superintendent has been provided with evaluations as outlined in his contract.</p>	<p>Complete</p>



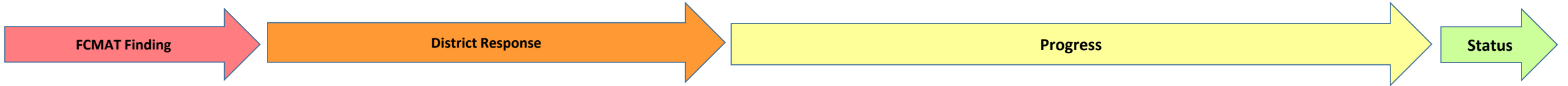
FCMAT Finding	District Response	Progress	Status
37	Does the district include facility needs when adopting a budget?	The district discusses districtwide facility needs whenever it sells general obligation bonds, which occurs approximately every two years; this does not occur on the same cycle as budget adoption.	The district discusses districtwide facility needs whenever it sells general obligation bonds, which occurs approximately every two years; this does not occur on the same cycle as budget adoption, but the district does allocate 3 percent of general fund expenditures to the Routine Repair and Maintenance account to address facility maintenance needs.
38	Is the district using the same financial system as its county office of education?	The county office of education uses Quintessential Control Center (QCC) (part of the Quintessential School Systems financial system) and the district uses Escape.	SCOE staff were trained by District staff on accessing data, data entry, and how to run reports. SCOE is currently working in ESCAPE for our District.
39	If the district is using a separate financial system from its county office of education and is not fiscally independent, is there an automated interface with the financial system used by the county office of education?	There is no automated interface between the two systems. When the district processes payroll and accounts payable warrants, information related to these transactions is uploaded to the county via a file transfer protocol (FTP). This process is started manually once payroll and accounts payable warrant processing is complete. No other electronic interface exists between the two systems.	SCOE is currently working in Escape for District oversight and data entry.
40	If the district is using a separate financial system from its county office of education, has the district provided the county office with direct access so the county office can provide oversight, review and assistance?	The county office of education has not been able to access the district's Escape system online, but conversations continue between the two agencies about how this will be accomplished. The software needed to access the Escape system has been installed on some systems at the county office, but there has been no training. The county office has had to create a second set of books for the district in its QCC system so it can attempt to monitor financial transactions and balances at the major object level. This requires much manual entry by county office staff since the district sends the county office only limited data related to warrant processing.	SCOE now has access to and training in Escape and is working in the system. SCOE and District staff are developing the process of reconciling in Escape.
41	Does the district account for all positions and costs?	<p>The district must improve its position control process. The district currently uses the same position control number for multiple positions, and for full-time equivalent (FTE) positions that have the same title, instead of creating a unique position control number for each board-approved position or FTE. The district's current practice leads to lack of clarity about which positions are being filled and about the site to which each belongs, because the same position number can exist at multiple sites if the same title is assigned. The district needs to use a unique identifier, or position control number, for each board-authorized position.</p> <p>Another area to improve on in the position control process involves the ramifications of the one-stop process, because confusion often arises when employees are transferred between sites and departments without a paperwork trail since the information was input directly into the system and the typical forms are not used during one-stop meetings. In addition, as employee transfers and changes are discussed and made later in the year, position control system information about which positions are open and about employees' work locations is often found to be inaccurate. Because paperwork is not generated during one-stop meetings, it is often more difficult to determine the history and details of past decisions.</p>	Staff has negotiated with Escape to receive no-cost support to expedite implementation of the position control changes recommended by FCMAT. To be completed by 7/1/2019. 6/12/19 Update: Interdepartmental project team has concluded extensive testing of the technical solution and obtained approval from Executive Cabinet to proceed with implementation in the production environment. Roll-out of new position control system planned for week of June 17, 2019. Update 7/22/19: Position Control conversion completed. Although the Position Control (PC) conversion has been completed, the District is continuing to implement additional PC features and provide staff training on these features. Recent progress includes using Escape to analyze the changes in FTE from a past reporting period to the current reporting period, this was implemented November 15, 2019 with the assistance of the SCOE fiscal advisor. The next Escape tool to be implemented is budgeting for vacancies. The SCOE fiscal advisor introduced this feature to District staff on November 15, 2019 and the plan is to have this implemented for use by 2nd Interim. Escape's budgeting for vacancies feature will improve the accuracy and efficiency.



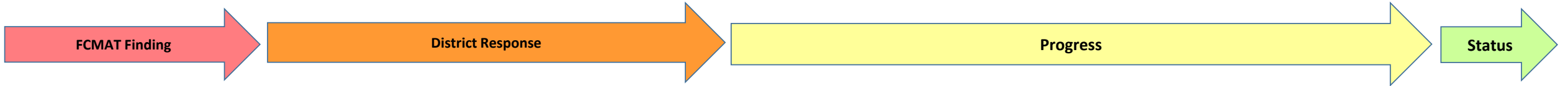
FCMAT Finding	District Response	Progress	Status
<p><b>42</b> Does the district use a budget development method other than a rollover budget, and if so, does that method include tasks such as review of prior year estimated actuals by major object code and removal of one-time revenues and expenses? (part 1)</p>	<p>Although the district uses a one-stop method for budget development rather than a rollover budget, it appears that the primary driving force behind this method is to develop a list of employees who will receive a preliminary layoff notice on March 15 rather than to truly develop a reliable budget. The budget development process needs to be further refined so that all revenues and expenditures are reviewed and adjusted, not only those budgets with larger staffing allocations. A comprehensive budget development process is need for the entire budget to ensure all revenues and expenditures are understood and used according to the district's goals and objectives.</p>	<p>Monthly reviews are conducted of the District's Revenues and Expenditures. 3/23/2020 Update: The District will be utilizing budget models in Escape for budget development. Budget staff will analyze the budget and compare it to prior year estimated actuals by major object. One time revenue and expenses will be removed during this process.</p>	<p>Complete /Ongoing</p>
<p><b>43</b> Does the district use a budget development method other than a rollover budget, and if so, does that method include tasks such as review of prior year estimated actuals by major object code and removal of one-time revenues and expenses? (part 2)</p>	<p>The district uses its one-stop method in January and February. During that time, site administrators and department managers are scheduled to meet in a district office conference room on days set aside for that specific site or department. The site administrators and department managers are provided a funding estimate from the business department, then work collaboratively with the business and human resources staff (using updated staffing costs) to determine staffing and other expenditure levels for the upcoming budget year. All information is input into the financial system during the meeting, and because appropriate approval authorities are physically in the conference room, approvals are obtained and actual staffing is determined for the next fiscal year. This is a more expedited process than the typical routing of position change forms between departments to obtain various approvals, and it ensures that staffing decisions, and thus layoff notices for the next school year, are determined by the March 15 deadline.</p> <p>The above process is efficient for meeting the March 15 deadline. However, not all budgets are assessed using this method. As additional staffing decisions are made during other one-stop meetings, or even after budget development ends, confusion can arise when employees are transferred between sites and departments without a paperwork trail since the information was input directly into the system and the typical forms are not used at the one-stop meetings.</p>	<p>Ongoing: Personnel Requisitions are now required for all changes, signed off by Business Office and submitted to H.R. for processing.</p>	<p>Complete</p>
<p><b>44</b> Has the district's budget been approved unconditionally by its county office of education in the current and two prior fiscal years?</p>	<p>Although the district's budgets were approved by the county office in 2016-17 and 2017-18, the district's 2018-19 adopted budget was not approved. The district submitted a revised budget dated October 4, 2018, which the county office disapproved on October 11, 2018.</p>	<p>Fiscal Recovery Plan submitted with Second Interim and presented at the March 21 Board Meeting. SCOE Vetted.</p>	<p>Complete</p>
<p><b>45</b> Are clear processes and policies in place to ensure that the district's Local Control and Accountability Plan (LCAP) and budget are aligned with one another? (part 1)</p>	<p>No evidence was provided that the LCAP and the budget are aligned with one another. Information obtained during interviews indicates that the business department has not been engaged in the LCAP process in the past, although the current administration plans to work with teams to integrate the work more closely.</p>	<p>6/5/19 Update: 1. LCAP/Budget staff schedule quarterly meetings to review milestones and project goals. (Dates: 9/24/18, 12/19/18, 4/5/19, 4/16/19) 2. School site budgets are now aligned to the LCAP goals and state priorities in the California School Dashboard as part of the One-Stop Staffing process. 7/23/19 Update: 1. The budget office and LCAP staff worked closely in developing the public hearing and board adoption documents for both the June 6th and June 20th board meetings. There was intentional effort to make sure numbers tied in both the LCAP and budget presentations. 2. A cross department group of staff from State and Federal, LCAP, school leadership and fiscal met June 27-28 to debrief and identify lessons learned in the LCAP, Budget, SPSA and continuous improvement process integration effort. The goal is to apply these learnings for the 2020-2021 budget, LCAP and SPSA processes with a focus on continuous improvement</p>	<p>Complete</p>



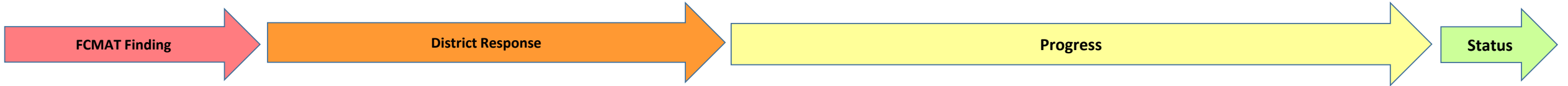
FCMAT Finding	District Response	Progress	Status
<p><b>46</b> Does the district develop and use written budget assumptions and projections that are reasonable, are aligned with the Common Message or county office of education instructions, and have been clearly articulated?</p>	<p>Guidance provided in the May Revision Common Message stated that districts were “not to balance their budgets based on one-time revenues.” The narrative included with the district’s 2018-19 budget presented to its governing board on June 21, 2018 states that the district is using “\$13.2 million of one-time funds to meet the increase of labor contract negotiations.” The district cited and used appropriate assumptions related to percentages and amounts per unit of average daily attendance (ADA); however, the district did not follow the guidance included in the Common Message, the governor’s statement about one-time funds, or other industry-standard guidance, which expressly state not to budget one-time funding for ongoing costs. That one-time funding was an estimated \$344 per ADA at that time. The approved state budget enacted subsequent to the May Revision decreased the one-time per-ADA funding amount from an estimated \$344 per ADA to \$185 per ADA, which created an approximately \$7.4 million deficit in the district’s 2018-19 budget due to the district’s action to fully commit the one-time funds to ongoing costs. This action will also have severe impacts on future years because the one-time funding will likely be unavailable to the district, leaving a \$13.2 million deficit moving forward.</p>	<p>This is no longer the philosophy of the Superintendent or Board beginning July 1, 2018. The revised adopted budget was taken to the Board in October 2018. 3/10/2020 Update: In order to maintain fiscal solvency, restore stability and address the long term financial issues, the District presented for consideration revisions to Board Policy (BP) 3100: Business and Noninstructional Operations which include: 1. The increase of the general fund expenditure reserve from the minimum 2% to a 5% reserve level. 2. One-Time funding should be used for one-time expenditures and shall only be used for an on-going expenditure as a last resort. As part of the approval of the annual budget, the Board shall consider any proposed use of One-Time funding and shall take separate action to approve such uses. BP 3100 was presented to the Board at the February 6, 2020 Board Meeting as a First Reading. 5/8/2020 Update: The proposed policy BP 3100 was scheduled for further Board review and discussion in March or April 2020 Board meetings but this was delayed due to the impact of the COVID-19 pandemic on District operations. BP 3100 will be presented to the Board at the May 21, 2020 Board Meeting as a First Reading for further review and discussion. Update 11/30/2020: BP 3100 was presented at the June 18, 2020 and June 25, 2020 Board Meeting as a Second Reading. Revised drafts will be presented at a Board Meeting not later than January 2021. 3/1/21: Revised BP 3100 adopted at 3/4/21 Board Meeting.</p>	<p>Complete</p>
<p><b>47</b> When appropriate, does the district budget and expend restricted funds before unrestricted funds?</p>	<p>The district’s restricted general fund ending fund balance increased from \$4,456,029 in 2014-15 to \$10,224,117 in 2017-18. This indicates unrestricted funds are being expended before restricted funds, which creates a potential liability because the district may be required to return unspent restricted funds to the grantor.</p>	<p>Ongoing: Monthly monitoring</p>	<p>Complete</p>
<p><b>48</b> Does the district forecast its cash receipts and disbursements at least 18 months out, updating the actuals and reconciling the remaining months to the budget monthly to ensure cash flow needs are known?</p>	<p>During interviews, staff indicated that the accountant prepares the cash flow for a 24-month period. However, it was not being relied on because major concerns had been expressed regarding the accuracy of the information. During FCMAT’s visit a separate cash calculation and projection was prepared by the county office’s fiscal advisor that concluded that the district will become cash insolvent in October 2019 based on current budget projections. This projection was different and showed more cash deficiency than the district-prepared cash flow projection. A more recent cash flow projection prepared by the district for 2018-19 first interim shows the cash insolvency date as November 2019, one month later than the projection prepared during FCMAT’s fieldwork.</p>	<p>SCOE and staff have agreed on cash flow methodologies. SCOE will continue to do a secondary review.</p>	<p>Complete</p>



FCMAT Finding	District Response	Progress	Status	
49	<p>If the district has deficit spending in funds other than the general fund, has it included in its multiyear projection any transfers from the general fund to cover the deficit spending?</p>	<p>Although the district's multiyear financial projection includes transfers from the general fund to cover deficit spending in other funds, FCMAT believes that those transfers are inadequate based on prior year deficits. Without a specific plan to reduce deficit spending, specifically in the child development fund, the budgeted transfers are likely inadequate to cover the increasing costs of salaries and benefits.</p> <p>Based on unaudited actuals data, the following transfers were made from the general fund to the child development fund:            2015-16: \$1,500,000            2016-17: \$322,344            2017-18: \$502,296</p> <p>Based on 2018-19 Standardized Account Code Structure (SACS) data, transfers to the child development fund are projected to be as follows:            2018-19: \$2,345,207            2019-20: \$382,178            2020-21: \$382,178</p> <p>Assuming revenue and spending patterns remain the same, even if the current projected transfers of \$382,178 in 2019-20 and 2020-21 are included, the district's shortfall in cash would be as follows:            2019-20: (\$791,940.93)            2020-21: (\$2,754,969.93)</p> <p>The district must develop a plan to ensure its expenditures are equal to or less than expected revenues, but until that time it must ensure that its budget is revised to include adequate transfers to all funds, including the child development fund, so they have adequate cash to close the fiscal year. Unless an approved plan to reduce spending, or increase revenues, is implemented in 2018-19, these shortfalls in 2019-20 and 2020-21 will increase the district's liabilities and further increase its projected general fund deficits. If this increased deficit is not remedied in 2018-19, it could cause the district to become cash insolvent prior to November 2019, based on current budget projections.</p>	<p>Board took action to reduce the size of the Child Development program by returning slots to the grantor (SETA) and thus the contribution to the Child Development program.</p>	Complete
50	<p>Has the district's enrollment been increasing or stable for the current and three prior years?</p>	<p>The district's enrollment has been declining for the last 15 years.</p>	<p>Adopted FCMAT recommendation of using Cohort Survival Method for staffing and enrollment purposes.</p>	Complete

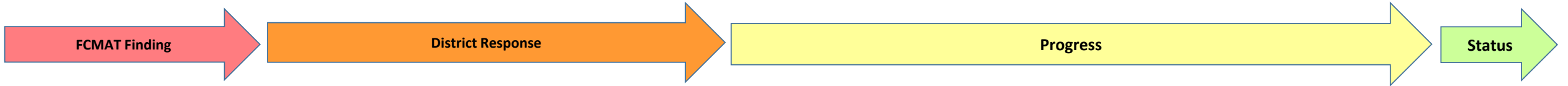


FCMAT Finding	District Response	Progress	Status	
51	<p>Are the district's enrollment projection and assumptions based on historical data, industry-standard methods, and other reasonable considerations?</p>	<p>The district tracked the number of children who enter kindergarten as a percentage of countywide live births five years earlier to project kindergarten enrollment for the 2018- 19 school year.</p> <p>However, to project enrollment in grades one through 12 for the same period, it used simple grade level progression rather than the more commonly used cohort survival method.</p> <p>The cohort survival method groups students by grade level upon entry and tracks them through each year they stay in school. This method evaluates the longitudinal relationship of the number of students passing from one grade to the next in a subsequent year. This method more closely accounts for retention, dropouts and students transferring to and from a school or district by grade. Although other enrollment forecasting techniques are available, the cohort survival method usually is the best choice for local education agencies because of its sensitivity to incremental changes to several key variables including:</p> <ul style="list-style-type: none"> <li>* Birth rates and trends.</li> <li>* The historical ratio of enrollment progression between grade levels. Changes in educational programs.</li> <li>* Migration patterns.</li> <li>* Changes in local and regional demographics.</li> </ul>	<p>Adopted FCMAT recommendation of using Cohort Survival Method for staffing and enrollment purposes.</p>	Complete
52	<p>Does the district ensure that one-time revenues do not pay for ongoing expenditures?</p>	<p>As mentioned in the budget development section of this analysis, the district stated in its 2018-19 budget narrative that one-time funding was used to pay for salary increases. This action will also have severe effects on the budget in future years because the one-time funding will likely not be available to the district, leaving a \$13.2 million deficit moving forward.</p>	<p>3/10/2020 Update: BP 3100 was presented to the Board at the February 6, 2020 Board Meeting as a First Reading. One-Time funding should be used for one-time expenditures and shall only be used for an on-going expenditure as a last resort. As part of the approval of the annual budget, the Board shall consider any proposed use of One-Time funding and shall take separate action to approve such uses. 5/8/2020 Update: The proposed policy BP 3100 was scheduled for further Board review and discussion in March or April 2020 Board meetings but this was delayed due to the impact of the COVID-19 pandemic on District operations. BP 3100 will be presented to the Board at the May 21, 2020 Board Meeting as a First Reading for further review and discussion. 11/30/2020 Update: BP 3100 was presented at the June 18, 2020 and June 25, 2020 Board Meeting as a Second Reading. Revised drafts will be presented at a future Board Meeting not later than January 2021. 3/1/21: Revised BP 3100 adopted at 3/4/21 Board Meeting.</p>	Complete
53	<p>Does the district consistently account for all program costs, including allowable indirect costs, for each restricted resource?</p>	<p>The district does not charge allowable indirect costs to special education, and as a result there is underreporting of the total cost of the program. If the indirect cost rate of 4.21% for 2018-19 were applied to the district's 2018-19 annual special education expenditures of \$107,398,026, the resulting allowable indirect cost would be \$4,521,457. The district's total actual indirect charge for special education has been approximately \$100,000 per year. The industry-standard practice is to consistently account for indirect costs in all restricted resources, including special education. The district is not correctly identifying the true cost of its special education programs.</p>	<p>The 2019/20 Proposed Budget includes charging indirect to all appropriate grants.</p>	Complete



54	Is training on the budget and governance provided to board members at least every two years?	There was no evidence that budget or governance training is provided to board members regularly.	Superintendent has been conducting Board Learning Sessions. Board governance trainings have been an ongoing and regular practice for the Board of Education for the past two years. Budget trainings have not previously been provided outside of the regular meeting setting over the past couple of years, but will begin with the 2019-20 academic year.	Complete
55	Does the district use its most current multiyear projection when making financial decisions?	It appears that the district used multiyear projections when making financial decisions until the 2017-18 fiscal year, but that this practice ceased in that year, during which it also entered into a multiyear agreement with the SCTA (December 7, 2017) that granted ongoing salary increases without a budget reduction plan to maintain minimum reserves through 2020-21.	Current budget philosophy is to understand fourth year budget implications of financial decisions.	Complete
56	Are the sources of repayment for non-voter-approved debt stable (such as certificates of participation (COPs), bridge financing, bond anticipation notes (BANS), revenue anticipation notes (RANS) and others), predictable, and other than unrestricted general fund?	The district has \$67,920,000 in outstanding lease revenue bonds. The annual debt service payment is approximately \$5,400,000 and continues through fiscal year 2025-26. The annual debt service payments are made from a combination of unrestricted general fund revenue and developer fees.	Debt payment transferred outside of General Fund to Mello Roos tax collections.	Complete
57	Does the district analyze and adjust staffing based on staffing ratios and enrollment?	<p>The district did not provide evidence that regular analysis of staffing ratios is compared with actual enrollment or that adjustments are made in accordance with sites' or departments' needs after the one-stop budget and staffing process occurs in January or February of each year during the budget development process. During one stop, because the primary purpose appears to be developing the March 15 notice list, staffing ratios are compared against enrollment projections, and staffing is scheduled accordingly.</p> <p>Although this process is efficient for meeting the March 15 deadline as well as initial budget development projections, the decisions made during one-stop need to be reassessed as the year proceeds and actual enrollment numbers are known.</p>	Yes. Allocations to staffing are based on contract class size ratios and adopted Cohort Survival Method for enrollment projections.	Complete





58	Does the district reconcile budget, payroll and position control regularly, meaning at least at budget adoption and interim reporting periods?	It is best practice to have a position control system that is integrated with, or at least reconciled with, budget, payroll and human resources records. The district does not reconcile these records regularly to ensure that its budget represents the amount the district should set aside for such costs. In interviews, employees indicated that the number of open positions shown in financial reports is usually inflated.  At interim reporting times, the district identifies variances between budgeted and actual amounts, and salary and benefit budgets are often revised based on that analysis. By contrast, standard industry practice is to reconcile actual human resources and payroll records to ensure that only open, authorized positions are shown as such in the budget; if an open position exists that should be closed, the appropriate paperwork is completed to do so, and the budget is updated.	Position Control true-up conducted with the support of SCOE fiscal expert. Regular bi-weekly meetings are now being conducted to ensure position control is reconciled.	Complete
59	Does the governing board approve all new positions before positions are posted?	The governing board approves new positions after employees have been hired rather than when the position is vacant or posted.	New process established: Cabinet Member to bring forth new positions to the Cabinet meeting for review and discussion. If allowed, new position moves forward to Deputy and Superintendent for approval. Approved position is then submitted to the Budget department for assignment of position control identifying number. Budget then sends completed position requisition to H.R. for posting (Business Process Map was created for this new process and is currently being revised).	Complete
60	Do managers and staff responsible for the district's human resources, payroll and budget functions meet regularly to discuss issues and improve processes?	Staff indicated that those responsible for human resources, payroll and budget meet two times per year. Scheduled meetings should be conducted at least monthly to resolve ongoing issues and problems, as well as improve processes, between the departments.	H.R. and Business Services now meets bi-monthly.	Complete

# **2020-2021 Third Interim Financial Report**



## **Guiding Principle**

All students graduate with the greatest number of postsecondary choices from the widest array of options.

Board of Education  
May 20, 2021

# Sacramento City Unified School District

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Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	410,429,540.00	3.68%	425,553,551.00	-0.04%	425,388,796.00
2. Federal Revenues	8100-8299	155,908.00	0.00%	155,908.00	0.00%	155,908.00
3. Other State Revenues	8300-8599	6,588,341.00	0.00%	6,588,341.00	0.00%	6,588,341.00
4. Other Local Revenues	8600-8799	7,312,934.97	-1.07%	7,234,633.00	0.00%	7,234,633.00
5. Other Financing Sources						
a. Transfers In	8900-8929	2,653,428.54	0.00%	2,653,428.00	0.00%	2,653,428.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(89,509,863.45)	12.77%	(100,936,778.00)	7.59%	(108,600,759.00)
6. Total (Sum lines A1 thru A5c)		337,630,289.06	1.07%	341,249,083.00	-2.29%	333,420,347.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				155,254,747.26		164,889,313.00
b. Step & Column Adjustment				2,026,807.00		2,026,807.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				7,607,758.74		
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	155,254,747.26	6.21%	164,889,313.00	1.23%	166,916,120.00
2. Classified Salaries						
a. Base Salaries				35,643,642.89		36,724,070.00
b. Step & Column Adjustment				333,992.00		333,992.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				746,435.11		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	35,643,642.89	3.03%	36,724,070.00	0.91%	37,058,062.00
3. Employee Benefits	3000-3999	107,337,525.09	9.23%	117,246,782.00	7.72%	126,298,710.00
4. Books and Supplies	4000-4999	9,508,834.87	37.29%	13,054,327.00	-38.30%	8,054,327.00
5. Services and Other Operating Expenditures	5000-5999	23,580,171.81	7.77%	25,411,235.00	0.31%	25,489,891.00
6. Capital Outlay	6000-6999	147,153.36	-51.90%	70,783.00	0.00%	70,783.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,110,300.00	0.00%	1,110,300.00	0.00%	1,110,300.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(7,386,689.68)	-7.80%	(6,810,844.00)	-1.13%	(6,733,778.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,538,925.84	-36.65%	974,926.00	0.00%	974,926.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		326,734,611.44	7.94%	352,670,892.00	1.86%	359,239,341.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b> (Line A6 minus line B11)						
		10,895,677.62		(11,421,809.00)		(25,818,994.00)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		84,699,102.92		95,594,780.54		84,172,971.54
2. Ending Fund Balance (Sum lines C and D1)		95,594,780.54		84,172,971.54		58,353,977.54
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	328,802.32		328,802.00		328,802.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	37,240,803.00		25,818,994.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	12,180,258.00		11,502,933.00		11,377,424.00
2. Unassigned/Unappropriated	9790	45,844,917.22		46,522,242.54		46,647,751.54
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		95,594,780.54		84,172,971.54		58,353,977.54

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	12,180,258.00		11,502,933.00		11,377,424.00
c. Unassigned/Unappropriated	9790	45,844,917.22		46,522,242.54		46,647,751.54
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves (Sum lines E1a thru E2c)						
		58,025,175.22		58,025,175.54		58,025,175.54
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
B1.d/B2.d - net adjustments made adding back one time savings realized in FY 2020-21.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	1,777,094.00	0.00%	1,777,094.00	0.00%	1,777,094.00
2. Federal Revenues	8100-8299	110,634,237.26	-53.26%	51,707,618.00	-23.72%	39,444,120.00
3. Other State Revenues	8300-8599	79,012,886.33	-23.38%	60,536,132.00	-1.60%	59,565,104.00
4. Other Local Revenues	8600-8799	1,877,970.89	109.89%	3,941,761.00	-26.47%	2,898,200.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	89,509,863.45	12.77%	100,936,778.00	7.59%	108,600,759.00
6. Total (Sum lines A1 thru A5c)		282,812,051.93	-22.60%	218,899,383.00	-3.02%	212,285,277.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				58,398,299.52		50,883,238.52
b. Step & Column Adjustment				121,225.00		119,725.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(7,636,286.00)		967,592.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	58,398,299.52	-12.87%	50,883,238.52	2.14%	51,970,555.52
2. Classified Salaries						
a. Base Salaries				28,044,590.56		22,046,175.00
b. Step & Column Adjustment				46,025.44		57,500.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(6,044,441.00)		920,232.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	28,044,590.56	-21.39%	22,046,175.00	4.43%	23,023,907.00
3. Employee Benefits	3000-3999	68,584,579.07	0.02%	68,600,602.00	9.71%	75,264,478.00
4. Books and Supplies	4000-4999	54,119,976.45	-66.60%	18,075,578.00	-57.52%	7,677,607.00
5. Services and Other Operating Expenditures	5000-5999	65,080,026.24	-8.64%	59,454,728.00	-14.68%	50,727,735.00
6. Capital Outlay	6000-6999	4,383,509.69	-42.42%	2,524,077.00	0.00%	2,524,077.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%	0.00	0.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	6,320,751.20	-20.07%	5,051,931.00	-1.53%	4,974,865.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				(1,507,119.43)		(3,877,947.52)
11. Total (Sum lines B1 thru B10)		284,931,732.73	-20.99%	225,129,210.09	-5.71%	212,285,277.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b> (Line A6 minus line B11)						
		(2,119,680.80)		(6,229,827.09)		0.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		8,349,507.89		6,229,827.09		0.00
2. Ending Fund Balance (Sum lines C and D1)		6,229,827.09		0.00		0.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	6,229,827.09		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		6,229,827.09		0.00		0.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
B1.d/B2.d - net adjustments made for removing expenditures related to grants ending which are offset by adjustments made for additional positions in special education as well as adding back one time savings from FY 2020-21. B10 - adjustments needed to be made to self sustaining grants for increased costs related to STRS, PERS, UI and health benefit increases for each subsequent year.						



Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	412,206,634.00	3.67%	427,330,645.00	-0.04%	427,165,890.00
2. Federal Revenues	8100-8299	110,790,145.26	-53.19%	51,863,526.00	-23.65%	39,600,028.00
3. Other State Revenues	8300-8599	85,601,227.33	-21.58%	67,124,473.00	-1.45%	66,153,445.00
4. Other Local Revenues	8600-8799	9,190,905.86	21.60%	11,176,394.00	-9.34%	10,132,833.00
5. Other Financing Sources						
a. Transfers In	8900-8929	2,653,428.54	0.00%	2,653,428.00	0.00%	2,653,428.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		620,442,340.99	-9.72%	560,148,466.00	-2.58%	545,705,624.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				213,653,046.78		215,772,551.52
b. Step & Column Adjustment				2,148,032.00		2,146,532.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(28,527.26)		967,592.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	213,653,046.78	0.99%	215,772,551.52	1.44%	218,886,675.52
2. Classified Salaries						
a. Base Salaries				63,688,233.45		58,770,245.00
b. Step & Column Adjustment				380,017.44		391,492.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(5,298,005.89)		920,232.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	63,688,233.45	-7.72%	58,770,245.00	2.23%	60,081,969.00
3. Employee Benefits	3000-3999	175,922,104.16	5.64%	185,847,384.00	8.46%	201,563,188.00
4. Books and Supplies	4000-4999	63,628,811.32	-51.08%	31,129,905.00	-49.46%	15,731,934.00
5. Services and Other Operating Expenditures	5000-5999	88,660,198.05	-4.28%	84,865,963.00	-10.19%	76,217,626.00
6. Capital Outlay	6000-6999	4,530,663.05	-42.73%	2,594,860.00	0.00%	2,594,860.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,110,300.00	0.00%	1,110,300.00	0.00%	1,110,300.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,065,938.48)	65.01%	(1,758,913.00)	0.00%	(1,758,913.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,538,925.84	-36.65%	974,926.00	0.00%	974,926.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				(1,507,119.43)		(3,877,947.52)
11. Total (Sum lines B1 thru B10)		611,666,344.17	-5.54%	577,800,102.09	-1.09%	571,524,618.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)						
		8,775,996.82		(17,651,636.09)		(25,818,994.00)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		93,048,610.81		101,824,607.63		84,172,971.54
2. Ending Fund Balance (Sum lines C and D1)		101,824,607.63		84,172,971.54		58,353,977.54
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	328,802.32		328,802.00		328,802.00
b. Restricted	9740	6,229,827.09		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	37,240,803.00		25,818,994.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	12,180,258.00		11,502,933.00		11,377,424.00
2. Unassigned/Unappropriated	9790	45,844,917.22		46,522,242.54		46,647,751.54
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		101,824,607.63		84,172,971.54		58,353,977.54

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
<b>E. AVAILABLE RESERVES (Unrestricted except as noted)</b>						
<b>1. General Fund</b>						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	12,180,258.00		11,502,933.00		11,377,424.00
c. Unassigned/Unappropriated	9790	45,844,917.22		46,522,242.54		46,647,751.54
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
<b>2. Special Reserve Fund - Noncapital Outlay (Fund 17)</b>						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2c)		58,025,175.22		58,025,175.54		58,025,175.54
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		9.49%		10.04%		10.15%
<b>F. RECOMMENDED RESERVES</b>						
<b>1. Special Education Pass-through Exclusions</b>						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
<b>2. Special education pass-through funds</b>						
(Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00				
<b>2. District ADA</b>						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form AI, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		38,219.84		37,547.13		37,161.27
<b>3. Calculating the Reserves</b>						
a. Expenditures and Other Financing Uses (Line B11)		611,666,344.17		577,800,102.09		571,524,618.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		611,666,344.17		577,800,102.09		571,524,618.00
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		2%		2%		2%
e. Reserve Standard - By Percent (Line F3c times F3d)		12,233,326.88		11,556,002.04		11,430,492.36
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		12,233,326.88		11,556,002.04		11,430,492.36
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

## GENERAL FUND

### General Fund Definition

The General Fund is the general operating fund of the District and accounts for all revenues and expenditures of the District not encompassed within other funds. All general tax revenues and other receipts that are not allocated by law or contractual agreement to some other fund are accounted for in this fund. General operating expenditures and the capital improvement costs that are not paid through other funds are paid from the General Fund. The General Fund also contains categorical programs such as Every Student Succeeds Act (ESSA), Title I, After School Education and Safety (ASES), and others.

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	410,454,471.00	410,429,540.00	304,021,018.54	410,429,540.00	0.00	0.0%
2) Federal Revenue		8100-8299	155,908.00	155,908.00	265,437.30	155,908.00	0.00	0.0%
3) Other State Revenue		8300-8599	6,588,341.00	6,588,341.00	5,666,119.90	6,588,341.00	0.00	0.0%
4) Other Local Revenue		8600-8799	7,172,735.27	7,234,632.86	1,950,794.75	7,312,934.97	78,302.11	1.1%
5) TOTAL, REVENUES			424,371,455.27	424,408,421.86	311,903,370.49	424,486,723.97		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	162,106,692.11	156,732,211.77	123,688,646.29	155,254,747.26	1,477,464.51	0.9%
2) Classified Salaries		2000-2999	36,833,287.45	36,141,813.19	28,568,432.80	35,643,642.89	498,170.30	1.4%
3) Employee Benefits		3000-3999	114,320,651.71	109,258,076.68	85,574,979.56	107,337,525.09	1,920,551.59	1.8%
4) Books and Supplies		4000-4999	13,668,847.49	11,056,509.26	5,171,463.85	9,508,834.87	1,547,674.39	14.0%
5) Services and Other Operating Expenditures		5000-5999	28,074,298.66	23,591,234.22	16,487,706.44	23,580,171.81	11,062.41	0.0%
6) Capital Outlay		6000-6999	69,700.00	70,783.00	25,332.92	147,153.36	(76,370.36)	-107.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,105,000.00	1,110,300.00	741,171.85	1,110,300.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(7,538,360.86)	(6,700,446.53)	(2,989,282.76)	(7,386,689.68)	686,243.15	-10.2%
9) TOTAL, EXPENDITURES			348,640,116.56	331,260,481.59	257,268,450.95	325,195,685.60		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			75,731,338.71	93,147,940.27	54,634,919.54	99,291,038.37		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	2,653,428.54	2,653,428.54	0.00	2,653,428.54	0.00	0.0%
b) Transfers Out		7600-7629	1,981,863.84	1,538,925.84	39,818.27	1,538,925.84	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(94,457,337.45)	(89,509,863.45)	0.00	(89,509,863.45)	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(93,785,772.75)	(88,395,360.75)	(39,818.27)	(88,395,360.75)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(18,054,434.04)	4,752,579.52	54,595,101.27	10,895,677.62		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	84,699,102.92	84,699,102.92		84,699,102.92	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			84,699,102.92	84,699,102.92		84,699,102.92		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			84,699,102.92	84,699,102.92		84,699,102.92		
2) Ending Balance, June 30 (E + F1e)			66,644,668.88	89,451,682.44		95,594,780.54		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	225,000.00	225,000.00		225,000.00		
Stores		9712	102,564.00	104,002.69		103,802.32		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments								
		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		37,240,803.00		
2021-22 Projected Deficit	0000	9780				11,421,809.00		
2022-23 Projected Deficit	0000	9780				25,818,994.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	12,804,083.00	11,951,919.00		12,180,258.00		
Unassigned/Unappropriated Amount			53,513,021.88	77,170,760.75		45,844,917.22		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	280,554,203.00	236,952,966.00	149,229,994.00	236,952,966.00	0.00	0.0%
Education Protection Account State Aid - Current Year		8012	32,760,669.00	74,302,399.00	57,580,244.00	74,302,399.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	64,721.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	705,915.00	688,757.00	351,848.45	688,757.00	0.00	0.0%
Timber Yield Tax		8022	16.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	75,296,619.00	79,104,483.00	78,473,666.75	79,104,483.00	0.00	0.0%
Unsecured Roll Taxes		8042	2,945,968.00	2,590,828.00	3,045,973.79	2,590,828.00	0.00	0.0%
Prior Years' Taxes		8043	888,492.00	640,689.00	1,101,953.95	640,689.00	0.00	0.0%
Supplemental Taxes		8044	1,941,403.00	3,514,197.00	1,459,936.68	3,514,197.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	18,867,980.00	16,463,656.00	16,484,266.79	16,463,656.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	9,887,550.00	9,887,550.00	4,691,790.49	9,887,550.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	27,839.00	15,200.00	18,516.64	15,200.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	(13,920.00)	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			423,862,734.00	424,160,725.00	312,502,912.54	424,160,725.00	0.00	0.0%
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(13,408,263.00)	(13,731,185.00)	(8,481,894.00)	(13,731,185.00)	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			410,454,471.00	410,429,540.00	304,021,018.54	410,429,540.00	0.00	0.0%
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
Title I, Part A, Basic	3010	8290						
Title I, Part D, Local Delinquent Programs	3025	8290						
Title II, Part A, Supporting Effective Instruction	4035	8290						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290						
Title III, Part A, English Learner Program	4203	8290						
Public Charter Schools Grant Program (PCSGP)	4610	8290						
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128,							
Other NCLB / Every Student Succeeds Act	5510, 5630	8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	155,908.00	155,908.00	265,437.30	155,908.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			155,908.00	155,908.00	265,437.30	155,908.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319						
Special Education Master Plan Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	1,593,194.00	1,593,194.00	1,545,513.00	1,593,194.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	4,995,147.00	4,995,147.00	3,968,837.90	4,995,147.00	0.00	0.0%
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
All Other State Revenue	All Other	8590	0.00	0.00	151,769.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			6,588,341.00	6,588,341.00	5,666,119.90	6,588,341.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	20,000.00	20,000.00	50,023.99	20,000.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	2,638,431.45	2,638,431.45	313,387.57	2,638,431.45	0.00	0.0%
Interest		8660	1,455,400.00	1,455,400.00	604,145.62	1,455,400.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	2,458,903.82	2,458,903.82	8,934.52	2,458,903.82	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	600,000.00	661,897.59	970,779.05	740,199.70	78,302.11	11.8%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	3,524.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>7,172,735.27</b>	<b>7,234,632.86</b>	<b>1,950,794.75</b>	<b>7,312,934.97</b>	<b>78,302.11</b>	<b>1.1%</b>
<b>TOTAL, REVENUES</b>			<b>424,371,455.27</b>	<b>424,408,421.86</b>	<b>311,903,370.49</b>	<b>424,486,723.97</b>	<b>78,302.11</b>	<b>0.0%</b>



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Certificated Teachers' Salaries		1100	136,613,511.67	131,454,301.49	103,930,922.00	130,675,566.70	778,734.79	0.6%
Certificated Pupil Support Salaries		1200	6,997,862.94	7,264,103.78	5,666,357.65	7,265,158.82	(1,055.04)	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	17,400,154.95	16,716,248.30	13,446,358.73	16,386,173.70	330,074.60	2.0%
Other Certificated Salaries		1900	1,095,162.55	1,297,558.20	645,007.91	927,848.04	369,710.16	28.5%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>162,106,692.11</b>	<b>156,732,211.77</b>	<b>123,688,646.29</b>	<b>155,254,747.26</b>	<b>1,477,464.51</b>	<b>0.9%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	950,715.24	1,375,410.16	743,241.66	1,365,620.96	9,789.20	0.7%
Classified Support Salaries		2200	15,229,722.23	14,270,243.22	11,079,601.72	13,871,656.41	398,586.81	2.8%
Classified Supervisors' and Administrators' Salaries		2300	4,681,297.78	4,675,332.20	3,613,455.96	4,439,361.44	235,970.76	5.0%
Clerical, Technical and Office Salaries		2400	14,566,852.39	14,280,177.51	11,834,555.02	14,282,254.81	(2,077.30)	0.0%
Other Classified Salaries		2900	1,404,699.81	1,540,650.10	1,297,578.44	1,684,749.27	(144,099.17)	-9.4%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>36,833,287.45</b>	<b>36,141,813.19</b>	<b>28,568,432.80</b>	<b>35,643,642.89</b>	<b>498,170.30</b>	<b>1.4%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	25,928,931.80	25,044,513.06	19,065,700.83	24,124,976.39	919,536.67	3.7%
PERS		3201-3202	7,548,345.07	7,376,491.01	5,696,520.78	7,275,267.97	101,223.04	1.4%
OASDI/Medicare/Alternative		3301-3302	5,455,581.98	5,347,805.89	3,969,340.00	4,888,180.82	459,625.07	8.6%
Health and Welfare Benefits		3401-3402	57,257,440.25	53,741,466.09	42,749,294.24	53,329,156.85	412,309.24	0.8%
Unemployment Insurance		3501-3502	121,064.72	118,183.67	76,976.55	117,353.66	830.01	0.7%
Workers' Compensation		3601-3602	3,023,151.48	2,928,818.03	2,360,059.89	2,902,581.23	26,236.80	0.9%
OPEB, Allocated		3701-3702	14,893,837.24	14,624,335.42	11,609,663.08	14,623,586.42	749.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	92,299.17	76,463.51	47,424.19	76,421.75	41.76	0.1%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>114,320,651.71</b>	<b>109,258,076.68</b>	<b>85,574,979.56</b>	<b>107,337,525.09</b>	<b>1,920,551.59</b>	<b>1.8%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	5,593,642.78	5,070,128.76	3,989,586.73	4,016,176.27	1,053,952.49	20.8%
Books and Other Reference Materials		4200	247,116.98	118,799.84	26,513.66	76,812.05	41,987.79	35.3%
Materials and Supplies		4300	7,311,495.91	5,010,932.04	792,729.75	4,149,851.51	861,080.53	17.2%
Noncapitalized Equipment		4400	516,591.82	856,648.62	362,633.71	1,265,995.04	(409,346.42)	-47.8%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>13,668,847.49</b>	<b>11,056,509.26</b>	<b>5,171,463.85</b>	<b>9,508,834.87</b>	<b>1,547,674.39</b>	<b>14.0%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	790,379.00	670,269.10	232,885.80	628,426.31	41,842.79	6.2%
Travel and Conferences		5200	492,185.00	223,139.98	12,608.19	217,425.93	5,714.05	2.6%
Dues and Memberships		5300	164,336.00	170,494.23	131,275.19	175,494.23	(5,000.00)	-2.9%
Insurance		5400-5450	1,913,000.00	1,913,000.00	1,992,904.62	2,095,250.00	(182,250.00)	-9.5%
Operations and Housekeeping Services		5500	9,606,187.00	8,986,539.89	6,976,943.87	8,987,265.57	(725.68)	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,311,862.00	1,416,318.34	189,919.36	1,370,945.37	45,372.97	3.2%
Transfers of Direct Costs		5710	(208,622.00)	(63,789.29)	(84,870.75)	(40,427.70)	(23,361.59)	36.6%
Transfers of Direct Costs - Interfund		5750	(1,692,749.00)	(1,697,144.00)	(50,286.31)	(1,685,648.57)	(11,495.43)	0.7%
Professional/Consulting Services and Operating Expenditures		5800	14,587,864.20	10,752,335.75	6,322,654.52	10,593,255.90	159,079.85	1.5%
Communications		5900	1,109,856.46	1,220,070.22	763,671.95	1,238,184.77	(18,114.55)	-1.5%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>28,074,298.66</b>	<b>23,591,234.22</b>	<b>16,487,706.44</b>	<b>23,580,171.81</b>	<b>11,062.41</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	6,502.00	0.00	9,247.58	(2,745.58)	-42.2%
Buildings and Improvements of Buildings		6200	0.00	3,751.00	8,775.01	25,911.67	(22,160.67)	-590.8%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	22,200.00	27,530.00	16,557.91	78,994.11	(51,464.11)	-186.9%
Equipment Replacement		6500	47,500.00	33,000.00	0.00	33,000.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>69,700.00</b>	<b>70,783.00</b>	<b>25,332.92</b>	<b>147,153.36</b>	<b>(76,370.36)</b>	<b>-107.9%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	(4,578.00)	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	1,100,000.00	1,100,000.00	739,429.00	1,100,000.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	5,000.00	10,300.00	6,320.85	10,300.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>1,105,000.00</b>	<b>1,110,300.00</b>	<b>741,171.85</b>	<b>1,110,300.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	(6,393,525.23)	(5,752,870.86)	(2,661,738.33)	(6,320,751.20)	567,880.34	-9.9%
Transfers of Indirect Costs - Interfund		7350	(1,144,835.63)	(947,575.67)	(327,544.43)	(1,065,938.48)	118,362.81	-12.5%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>(7,538,360.86)</b>	<b>(6,700,446.53)</b>	<b>(2,989,282.76)</b>	<b>(7,386,689.68)</b>	<b>686,243.15</b>	<b>-10.2%</b>
<b>TOTAL, EXPENDITURES</b>			<b>348,640,116.56</b>	<b>331,260,481.59</b>	<b>257,268,450.95</b>	<b>325,195,685.60</b>	<b>6,064,795.99</b>	<b>1.8%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,653,428.54	2,653,428.54	0.00	2,653,428.54	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			2,653,428.54	2,653,428.54	0.00	2,653,428.54	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	549,131.23	549,131.23	0.00	549,131.23	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	39,818.27	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	1,432,732.61	989,794.61	0.00	989,794.61	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,981,863.84	1,538,925.84	39,818.27	1,538,925.84	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	(94,457,337.45)	(89,509,863.45)	0.00	(89,509,863.45)	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(94,457,337.45)	(89,509,863.45)	0.00	(89,509,863.45)	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
(a - b + c - d + e)			(93,785,772.75)	(88,395,360.75)	(39,818.27)	(88,395,360.75)	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	1,777,094.00	1,777,094.00	957,592.00	1,777,094.00	0.00	0.0%
2) Federal Revenue		8100-8299	116,678,855.88	110,352,242.98	59,425,665.96	110,634,237.26	281,994.28	0.3%
3) Other State Revenue		8300-8599	68,459,746.80	67,072,099.89	34,496,971.65	79,012,886.33	11,940,786.44	17.8%
4) Other Local Revenue		8600-8799	2,513,078.59	1,854,638.89	4,127,380.95	1,877,970.89	23,332.00	1.3%
5) TOTAL, REVENUES			189,428,775.27	181,056,075.76	99,007,610.56	193,302,188.48		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	53,426,195.64	55,151,780.09	43,446,320.97	58,398,299.52	(3,246,519.43)	-5.9%
2) Classified Salaries		2000-2999	21,627,686.90	22,561,285.74	18,159,279.55	28,044,590.56	(5,483,304.82)	-24.3%
3) Employee Benefits		3000-3999	66,854,322.07	67,723,441.95	37,500,198.50	68,584,579.07	(861,137.12)	-1.3%
4) Books and Supplies		4000-4999	87,590,689.85	56,691,005.55	27,789,618.16	54,119,976.45	2,571,029.10	4.5%
5) Services and Other Operating Expenditures		5000-5999	55,928,465.92	56,342,700.39	28,846,548.00	65,080,026.24	(8,737,325.85)	-15.5%
6) Capital Outlay		6000-6999	414,735.00	3,226,884.71	1,755,501.83	4,383,509.69	(1,156,624.98)	-35.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	6,393,525.23	5,752,870.86	2,661,738.33	6,320,751.20	(567,880.34)	-9.9%
9) TOTAL, EXPENDITURES			292,235,620.61	267,449,969.29	160,159,205.34	284,931,732.73		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(102,806,845.34)	(86,393,893.53)	(61,151,594.78)	(91,629,544.25)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	94,457,337.45	89,509,863.45	0.00	89,509,863.45	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			94,457,337.45	89,509,863.45	0.00	89,509,863.45		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(8,349,507.89)	3,115,969.92	(61,151,594.78)	(2,119,680.80)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	8,349,507.89	8,349,507.89		8,349,507.89	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,349,507.89	8,349,507.89		8,349,507.89		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,349,507.89	8,349,507.89		8,349,507.89		
2) Ending Balance, June 30 (E + F1e)			0.00	11,465,477.81		6,229,827.09		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			0.00	11,465,477.81		6,229,827.09		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	1,777,094.00	1,777,094.00	957,592.00	1,777,094.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>1,777,094.00</b>	<b>1,777,094.00</b>	<b>957,592.00</b>	<b>1,777,094.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	9,763,122.63	9,763,122.63	72,726.98	9,763,122.63	0.00	0.0%
Special Education Discretionary Grants		8182	772,913.43	772,913.43	(229,651.63)	925,670.43	152,757.00	19.8%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	23,927,203.96	20,290,013.36	11,765,567.70	20,290,013.36	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	2,039,089.66	1,977,518.66	854,644.66	1,977,518.66	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	116,788.00	116,788.00	92,860.00	125,987.00	9,199.00	7.9%
Title III, Part A, English Learner Program	4203	8290	1,606,522.19	992,843.19	480,836.40	1,008,550.19	15,707.00	1.6%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128,							
Other NCLB / Every Student Succeeds Act	5510, 5630	8290	25,635,147.61	23,483,899.62	6,696,171.94	23,483,899.62	0.00	0.0%
Career and Technical Education	3500-3599	8290	427,243.00	427,243.00	26,165.23	513,106.00	85,863.00	20.1%
All Other Federal Revenue	All Other	8290	52,390,825.40	52,527,901.09	39,666,344.68	52,546,369.37	18,468.28	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>116,678,855.88</b>	<b>110,352,242.98</b>	<b>59,425,665.96</b>	<b>110,634,237.26</b>	<b>281,994.28</b>	<b>0.3%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	26,790,862.00	26,790,862.00	16,579,851.00	26,790,862.00	0.00	0.0%
Prior Years	6500	8319	30,968.00	30,968.00	(31,414.00)	30,968.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00		
Lottery - Unrestricted and Instructional Materis		8560	1,762,993.00	1,762,993.00	(36,090.40)	1,762,993.00	0.00	0.0%
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	8,653,039.69	8,634,720.62	7,573,692.66	8,634,720.62	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	2,202,979.56	1,346,731.56	2,069,178.98	1,346,731.56	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	55,651.47	422,151.63	(8,785.66)	422,151.63	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	28,963,253.08	28,083,673.08	8,350,539.07	40,024,459.52	11,940,786.44	42.5%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>68,459,746.80</b>	<b>67,072,099.89</b>	<b>34,496,971.65</b>	<b>79,012,886.33</b>	<b>11,940,786.44</b>	<b>17.8%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustme		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	2,509,618.59	1,851,178.89	4,127,380.95	1,874,510.89	23,332.00	1.3%
Tuition		8710	3,460.00	3,460.00	0.00	3,460.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>2,513,078.59</b>	<b>1,854,638.89</b>	<b>4,127,380.95</b>	<b>1,877,970.89</b>	<b>23,332.00</b>	<b>1.3%</b>
<b>TOTAL, REVENUES</b>			<b>189,428,775.27</b>	<b>181,056,075.76</b>	<b>99,007,610.56</b>	<b>193,302,188.48</b>	<b>12,246,112.72</b>	<b>6.8%</b>



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	34,152,462.45	35,087,940.96	27,836,200.56	36,676,746.53	(1,588,805.57)	-4.5%
Certificated Pupil Support Salaries		1200	7,089,049.30	7,278,456.99	5,459,905.94	8,341,681.42	(1,063,224.43)	-14.6%
Certificated Supervisors' and Administrators' Salaries		1300	3,094,224.37	3,183,829.34	2,381,655.28	3,269,610.48	(85,781.14)	-2.7%
Other Certificated Salaries		1900	9,090,459.52	9,601,552.80	7,768,559.19	10,110,261.09	(508,708.29)	-5.3%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>53,426,195.64</b>	<b>55,151,780.09</b>	<b>43,446,320.97</b>	<b>58,398,299.52</b>	<b>(3,246,519.43)</b>	<b>-5.9%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	8,914,888.97	8,689,497.24	6,796,230.60	10,093,811.44	(1,404,314.20)	-16.2%
Classified Support Salaries		2200	7,946,999.40	8,633,508.28	7,187,980.84	11,051,513.12	(2,418,004.84)	-28.0%
Classified Supervisors' and Administrators' Salaries		2300	2,582,106.47	2,715,787.03	2,107,149.01	2,780,960.32	(65,173.29)	-2.4%
Clerical, Technical and Office Salaries		2400	1,479,079.47	1,656,601.66	1,434,768.60	2,708,054.87	(1,051,453.21)	-63.5%
Other Classified Salaries		2900	704,612.59	865,891.53	633,150.50	1,410,250.81	(544,359.28)	-62.9%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>21,627,686.90</b>	<b>22,561,285.74</b>	<b>18,159,279.55</b>	<b>28,044,590.56</b>	<b>(5,483,304.82)</b>	<b>-24.3%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	28,247,518.59	28,489,666.31	6,504,431.96	28,692,399.92	(202,733.61)	-0.7%
PERS		3201-3202	4,651,342.34	4,813,084.69	3,843,639.07	4,845,909.05	(32,824.36)	-0.7%
OASDI/Medicare/Alternative		3301-3302	2,593,354.60	2,642,952.06	2,081,565.28	3,177,603.90	(534,651.84)	-20.2%
Health and Welfare Benefits		3401-3402	23,691,638.32	24,022,400.04	18,880,996.35	23,970,685.33	51,714.71	0.2%
Unemployment Insurance		3501-3502	37,436.74	38,857.24	30,593.38	43,172.38	(4,315.14)	-11.1%
Workers' Compensation		3601-3602	1,228,140.67	1,169,256.13	954,203.97	1,303,532.48	(134,276.35)	-11.5%
OPEB, Allocated		3701-3702	6,381,212.49	6,522,692.94	5,186,756.18	6,526,838.14	(4,145.20)	-0.1%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	23,678.32	24,532.54	18,012.31	24,437.87	94.67	0.4%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>66,854,322.07</b>	<b>67,723,441.95</b>	<b>37,500,198.50</b>	<b>68,584,579.07</b>	<b>(861,137.12)</b>	<b>-1.3%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	2,740,669.55	3,254,969.55	3,038,002.51	3,708,230.55	(453,261.00)	-13.9%
Books and Other Reference Materials		4200	74,510.57	171,064.93	36,868.99	265,730.13	(94,665.20)	-55.3%
Materials and Supplies		4300	83,916,278.98	38,643,695.47	14,661,352.00	31,911,977.26	6,731,718.21	17.4%
Noncapitalized Equipment		4400	859,230.75	14,621,275.60	10,053,394.66	18,224,038.51	(3,602,762.91)	-24.6%
Food		4700	0.00	0.00	0.00	10,000.00	(10,000.00)	New
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>87,590,689.85</b>	<b>56,691,005.55</b>	<b>27,789,618.16</b>	<b>54,119,976.45</b>	<b>2,571,029.10</b>	<b>4.5%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	35,526,609.18	40,632,070.45	21,518,485.07	42,249,723.98	(1,617,653.53)	-4.0%
Travel and Conferences		5200	494,787.00	512,041.11	36,057.91	473,570.91	38,470.20	7.5%
Dues and Memberships		5300	3,000.00	7,782.00	4,957.00	7,382.00	400.00	5.1%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	1,000.00	41,704.90	43,249.95	66,436.00	(24,731.10)	-59.3%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	487,975.00	455,607.39	235,044.90	3,419,681.48	(2,964,074.09)	-650.6%
Transfers of Direct Costs		5710	208,622.00	63,789.29	84,870.75	40,427.70	23,361.59	36.6%
Transfers of Direct Costs - Interfund		5750	(52,886.00)	(57,236.00)	18,715.76	(36,736.00)	(20,500.00)	35.8%
Professional/Consulting Services and Operating Expenditures		5800	19,226,301.63	14,285,895.02	6,708,315.33	18,629,955.39	(4,344,060.37)	-30.4%
Communications		5900	33,057.11	401,046.23	196,851.33	229,584.78	171,461.45	42.8%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>55,928,465.92</b>	<b>56,342,700.39</b>	<b>28,846,548.00</b>	<b>65,080,026.24</b>	<b>(8,737,325.85)</b>	<b>-15.5%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	100,000.00	234,942.49	255,897.40	225,279.72	9,662.77	4.1%
Buildings and Improvements of Buildings		6200	100,000.00	617,929.01	440,288.86	711,718.57	(93,789.56)	-15.2%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	214,735.00	2,326,183.38	1,047,128.51	3,166,681.57	(840,498.19)	-36.1%
Equipment Replacement		6500	0.00	47,829.83	12,187.06	279,829.83	(232,000.00)	-485.1%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>414,735.00</b>	<b>3,226,884.71</b>	<b>1,755,501.83</b>	<b>4,383,509.69</b>	<b>(1,156,624.98)</b>	<b>-35.8%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	6,393,525.23	5,752,870.86	2,661,738.33	6,320,751.20	(567,880.34)	-9.9%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>6,393,525.23</b>	<b>5,752,870.86</b>	<b>2,661,738.33</b>	<b>6,320,751.20</b>	<b>(567,880.34)</b>	<b>-9.9%</b>
<b>TOTAL, EXPENDITURES</b>			<b>292,235,620.61</b>	<b>267,449,969.29</b>	<b>160,159,205.34</b>	<b>284,931,732.73</b>	<b>(17,481,763.44)</b>	<b>-6.5%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	94,457,337.45	89,509,863.45	0.00	89,509,863.45	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>94,457,337.45</b>	<b>89,509,863.45</b>	<b>0.00</b>	<b>89,509,863.45</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			<b>94,457,337.45</b>	<b>89,509,863.45</b>	<b>0.00</b>	<b>89,509,863.45</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	412,231,565.00	412,206,634.00	304,978,610.54	412,206,634.00	0.00	0.0%
2) Federal Revenue		8100-8299	116,834,763.88	110,508,150.98	59,691,103.26	110,790,145.26	281,994.28	0.3%
3) Other State Revenue		8300-8599	75,048,087.80	73,660,440.89	40,163,091.55	85,601,227.33	11,940,786.44	16.2%
4) Other Local Revenue		8600-8799	9,685,813.86	9,089,271.75	6,078,175.70	9,190,905.86	101,634.11	1.1%
5) TOTAL, REVENUES			613,800,230.54	605,464,497.62	410,910,981.05	617,788,912.45		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	215,532,887.75	211,883,991.86	167,134,967.26	213,653,046.78	(1,769,054.92)	-0.8%
2) Classified Salaries		2000-2999	58,460,974.35	58,703,098.93	46,727,712.35	63,688,233.45	(4,985,134.52)	-8.5%
3) Employee Benefits		3000-3999	181,174,973.78	176,981,518.63	123,075,178.06	175,922,104.16	1,059,414.47	0.6%
4) Books and Supplies		4000-4999	101,259,537.34	67,747,514.81	32,961,082.01	63,628,811.32	4,118,703.49	6.1%
5) Services and Other Operating Expenditures		5000-5999	84,002,764.58	79,933,934.61	45,334,254.44	88,660,198.05	(8,726,263.44)	-10.9%
6) Capital Outlay		6000-6999	484,435.00	3,297,667.71	1,780,834.75	4,530,663.05	(1,232,995.34)	-37.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,105,000.00	1,110,300.00	741,171.85	1,110,300.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,144,835.63)	(947,575.67)	(327,544.43)	(1,065,938.48)	118,362.81	-12.5%
9) TOTAL, EXPENDITURES			640,875,737.17	598,710,450.88	417,427,656.29	610,127,418.33		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(27,075,506.63)	6,754,046.74	(6,516,675.24)	7,661,494.12		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	2,653,428.54	2,653,428.54	0.00	2,653,428.54	0.00	0.0%
b) Transfers Out		7600-7629	1,981,863.84	1,538,925.84	39,818.27	1,538,925.84	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			671,564.70	1,114,502.70	(39,818.27)	1,114,502.70		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(26,403,941.93)	7,868,549.44	(6,556,493.51)	8,775,996.82		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	93,048,610.81	93,048,610.81		93,048,610.81	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			93,048,610.81	93,048,610.81		93,048,610.81		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			93,048,610.81	93,048,610.81		93,048,610.81		
2) Ending Balance, June 30 (E + F1e)			66,644,668.88	100,917,160.25		101,824,607.63		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	225,000.00	225,000.00		225,000.00		
Stores		9712	102,564.00	104,002.69		103,802.32		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			0.00	11,465,477.81		6,229,827.09		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments			0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		37,240,803.00		
2021-22 Projected Deficit	0000	9780				11,421,809.00		
2022-23 Projected Deficit	0000	9780				25,818,994.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	12,804,083.00	11,951,919.00		12,180,258.00		
Unassigned/Unappropriated Amount			53,513,021.88	77,170,760.75		45,844,917.22		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	280,554,203.00	236,952,966.00	149,229,994.00	236,952,966.00	0.00	0.0%
Education Protection Account State Aid - Current Year		8012	32,760,669.00	74,302,399.00	57,580,244.00	74,302,399.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	64,721.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	705,915.00	688,757.00	351,848.45	688,757.00	0.00	0.0%
Timber Yield Tax		8022	16.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	75,296,619.00	79,104,483.00	78,473,666.75	79,104,483.00	0.00	0.0%
Unsecured Roll Taxes		8042	2,945,968.00	2,590,828.00	3,045,973.79	2,590,828.00	0.00	0.0%
Prior Years' Taxes		8043	888,492.00	640,689.00	1,101,953.95	640,689.00	0.00	0.0%
Supplemental Taxes		8044	1,941,403.00	3,514,197.00	1,459,936.68	3,514,197.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	18,867,980.00	16,463,656.00	16,484,266.79	16,463,656.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	9,887,550.00	9,887,550.00	4,691,790.49	9,887,550.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	27,839.00	15,200.00	18,516.64	15,200.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	(13,920.00)	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			423,862,734.00	424,160,725.00	312,502,912.54	424,160,725.00	0.00	0.0%
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(13,408,263.00)	(13,731,185.00)	(8,481,894.00)	(13,731,185.00)	0.00	0.0%
Property Taxes Transfers		8097	1,777,094.00	1,777,094.00	957,592.00	1,777,094.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>412,231,565.00</b>	<b>412,206,634.00</b>	<b>304,978,610.54</b>	<b>412,206,634.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	9,763,122.63	9,763,122.63	72,726.98	9,763,122.63	0.00	0.0%
Special Education Discretionary Grants		8182	772,913.43	772,913.43	(229,651.63)	925,670.43	152,757.00	19.8%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	23,927,203.96	20,290,013.36	11,765,567.70	20,290,013.36	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	2,039,089.66	1,977,518.66	854,644.66	1,977,518.66	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	116,788.00	116,788.00	92,860.00	125,987.00	9,199.00	7.9%
Title III, Part A, English Learner Program	4203	8290	1,606,522.19	992,843.19	480,836.40	1,008,550.19	15,707.00	1.6%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128,							
Other NCLB / Every Student Succeeds Act	5510, 5630	8290	25,635,147.61	23,483,899.62	6,696,171.94	23,483,899.62	0.00	0.0%
Career and Technical Education	3500-3599	8290	427,243.00	427,243.00	26,165.23	513,106.00	85,863.00	20.1%
All Other Federal Revenue	All Other	8290	52,546,733.40	52,683,809.09	39,931,781.98	52,702,277.37	18,468.28	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>116,834,763.88</b>	<b>110,508,150.98</b>	<b>59,691,103.26</b>	<b>110,790,145.26</b>	<b>281,994.28</b>	<b>0.3%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	26,790,862.00	26,790,862.00	16,579,851.00	26,790,862.00	0.00	0.0%
Prior Years	6500	8319	30,968.00	30,968.00	(31,414.00)	30,968.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	1,593,194.00	1,593,194.00	1,545,513.00	1,593,194.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	6,758,140.00	6,758,140.00	3,932,747.50	6,758,140.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	8,653,039.69	8,634,720.62	7,573,692.66	8,634,720.62	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	2,202,979.56	1,346,731.56	2,069,178.98	1,346,731.56	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	55,651.47	422,151.63	(8,785.66)	422,151.63	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	28,963,253.08	28,083,673.08	8,502,308.07	40,024,459.52	11,940,786.44	42.5%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>75,048,087.80</b>	<b>73,660,440.89</b>	<b>40,163,091.55</b>	<b>85,601,227.33</b>	<b>11,940,786.44</b>	<b>16.2%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF								
Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	20,000.00	20,000.00	50,023.99	20,000.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	2,638,431.45	2,638,431.45	313,387.57	2,638,431.45	0.00	0.0%
Interest		8660	1,455,400.00	1,455,400.00	604,145.62	1,455,400.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	2,458,903.82	2,458,903.82	8,934.52	2,458,903.82	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	3,109,618.59	2,513,076.48	5,098,160.00	2,614,710.59	101,634.11	4.0%
Tuition		8710	3,460.00	3,460.00	0.00	3,460.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	3,524.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>9,685,813.86</b>	<b>9,089,271.75</b>	<b>6,078,175.70</b>	<b>9,190,905.86</b>	<b>101,634.11</b>	<b>1.1%</b>
<b>TOTAL, REVENUES</b>			<b>613,800,230.54</b>	<b>605,464,497.62</b>	<b>410,910,981.05</b>	<b>617,788,912.45</b>	<b>12,324,414.83</b>	<b>2.0%</b>



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	170,765,974.12	166,542,242.45	131,767,122.56	167,352,313.23	(810,070.78)	-0.5%
Certificated Pupil Support Salaries		1200	14,086,912.24	14,542,560.77	11,126,263.59	15,606,840.24	(1,064,279.47)	-7.3%
Certificated Supervisors' and Administrators' Salaries		1300	20,494,379.32	19,900,077.64	15,828,014.01	19,655,784.18	244,293.46	1.2%
Other Certificated Salaries		1900	10,185,622.07	10,899,111.00	8,413,567.10	11,038,109.13	(138,998.13)	-1.3%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>215,532,887.75</b>	<b>211,883,991.86</b>	<b>167,134,967.26</b>	<b>213,653,046.78</b>	<b>(1,769,054.92)</b>	<b>-0.8%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	9,865,604.21	10,064,907.40	7,539,472.26	11,459,432.40	(1,394,525.00)	-13.9%
Classified Support Salaries		2200	23,176,721.63	22,903,751.50	18,267,582.56	24,923,169.53	(2,019,418.03)	-8.8%
Classified Supervisors' and Administrators' Salaries		2300	7,263,404.25	7,391,119.23	5,720,604.97	7,220,321.76	170,797.47	2.3%
Clerical, Technical and Office Salaries		2400	16,045,931.86	15,936,779.17	13,269,323.62	16,990,309.68	(1,053,530.51)	-6.6%
Other Classified Salaries		2900	2,109,312.40	2,406,541.63	1,930,728.94	3,095,000.08	(688,458.45)	-28.6%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>58,460,974.35</b>	<b>58,703,098.93</b>	<b>46,727,712.35</b>	<b>63,688,233.45</b>	<b>(4,985,134.52)</b>	<b>-8.5%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	54,176,450.39	53,534,179.37	25,570,132.79	52,817,376.31	716,803.06	1.3%
PERS		3201-3202	12,199,687.41	12,189,575.70	9,540,159.85	12,121,177.02	68,398.68	0.6%
OASDI/Medicare/Alternative		3301-3302	8,048,936.58	7,990,757.95	6,050,905.28	8,065,784.72	(75,026.77)	-0.9%
Health and Welfare Benefits		3401-3402	80,949,078.57	77,763,866.13	61,630,290.59	77,299,842.18	464,023.95	0.6%
Unemployment Insurance		3501-3502	158,501.46	157,040.91	107,569.93	160,526.04	(3,485.13)	-2.2%
Workers' Compensation		3601-3602	4,251,292.15	4,098,074.16	3,314,263.86	4,206,113.71	(108,039.55)	-2.6%
OPEB, Allocated		3701-3702	21,275,049.73	21,147,028.36	16,796,419.26	21,150,424.56	(3,396.20)	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	115,977.49	100,996.05	65,436.50	100,859.62	136.43	0.1%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>181,174,973.78</b>	<b>176,981,518.63</b>	<b>123,075,178.06</b>	<b>175,922,104.16</b>	<b>1,059,414.47</b>	<b>0.6%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	8,334,312.33	8,325,098.31	7,027,589.24	7,724,406.82	600,691.49	7.2%
Books and Other Reference Materials		4200	321,627.55	289,864.77	63,382.65	342,542.18	(52,677.41)	-18.2%
Materials and Supplies		4300	91,227,774.89	43,654,627.51	15,454,081.75	36,061,828.77	7,592,798.74	17.4%
Noncapitalized Equipment		4400	1,375,822.57	15,477,924.22	10,416,028.37	19,490,033.55	(4,012,109.33)	-25.9%
Food		4700	0.00	0.00	0.00	10,000.00	(10,000.00)	New
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>101,259,537.34</b>	<b>67,747,514.81</b>	<b>32,961,082.01</b>	<b>63,628,811.32</b>	<b>4,118,703.49</b>	<b>6.1%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	36,316,988.18	41,302,339.55	21,751,370.87	42,878,150.29	(1,575,810.74)	-3.8%
Travel and Conferences		5200	986,972.00	735,181.09	48,666.10	690,996.84	44,184.25	6.0%
Dues and Memberships		5300	167,336.00	178,276.23	136,232.19	182,876.23	(4,600.00)	-2.6%
Insurance		5400-5450	1,913,000.00	1,913,000.00	1,992,904.62	2,095,250.00	(182,250.00)	-9.5%
Operations and Housekeeping Services		5500	9,607,187.00	9,028,244.79	7,020,193.82	9,053,701.57	(25,456.78)	-0.3%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,799,837.00	1,871,925.73	424,964.26	4,790,626.85	(2,918,701.12)	-155.9%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(1,745,635.00)	(1,754,380.00)	(31,570.55)	(1,722,384.57)	(31,995.43)	1.8%
Professional/Consulting Services and Operating Expenditures		5800	33,814,165.83	25,038,230.77	13,030,969.85	29,223,211.29	(4,184,980.52)	-16.7%
Communications		5900	1,142,913.57	1,621,116.45	960,523.28	1,467,769.55	153,346.90	9.5%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>84,002,764.58</b>	<b>79,933,934.61</b>	<b>45,334,254.44</b>	<b>88,660,198.05</b>	<b>(8,726,263.44)</b>	<b>-10.9%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	100,000.00	241,444.49	255,897.40	234,527.30	6,917.19	2.9%
Buildings and Improvements of Buildings		6200	100,000.00	621,680.01	449,063.87	737,630.24	(115,950.23)	-18.7%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	236,935.00	2,353,713.38	1,063,686.42	3,245,675.68	(891,962.30)	-37.9%
Equipment Replacement		6500	47,500.00	80,829.83	12,187.06	312,829.83	(232,000.00)	-287.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>484,435.00</b>	<b>3,297,667.71</b>	<b>1,780,834.75</b>	<b>4,530,663.05</b>	<b>(1,232,995.34)</b>	<b>-37.4%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	(4,578.00)	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	1,100,000.00	1,100,000.00	739,429.00	1,100,000.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	5,000.00	10,300.00	6,320.85	10,300.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>1,105,000.00</b>	<b>1,110,300.00</b>	<b>741,171.85</b>	<b>1,110,300.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(1,144,835.63)	(947,575.67)	(327,544.43)	(1,065,938.48)	118,362.81	-12.5%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>(1,144,835.63)</b>	<b>(947,575.67)</b>	<b>(327,544.43)</b>	<b>(1,065,938.48)</b>	<b>118,362.81</b>	<b>-12.5%</b>
<b>TOTAL, EXPENDITURES</b>			<b>640,875,737.17</b>	<b>598,710,450.88</b>	<b>417,427,656.29</b>	<b>610,127,418.33</b>	<b>(11,416,967.45)</b>	<b>-1.9%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,653,428.54	2,653,428.54	0.00	2,653,428.54	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			2,653,428.54	2,653,428.54	0.00	2,653,428.54	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	549,131.23	549,131.23	0.00	549,131.23	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	39,818.27	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	1,432,732.61	989,794.61	0.00	989,794.61	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,981,863.84	1,538,925.84	39,818.27	1,538,925.84	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
(a - b + c - d + e)			671,564.70	1,114,502.70	(39,818.27)	1,114,502.70	0.00	0.0%

Resource	Description	2020-21
		Projected Year Totals
3210	Elementary and Secondary School Emergen	0.19
5640	Medi-Cal Billing Option	1,436,486.00
6230	California Clean Energy Jobs Act	860,885.00
7311	Classified School Employee Professional De	261,532.00
7388	SB 117 COVID-19 LEA Response Funds	530,760.35
7510	Low-Performing Students Block Grant	812,189.00
8150	Ongoing & Major Maintenance Account (RM,	2,327,974.55
Total, Restricted Balance		<u>6,229,827.09</u>

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>A. DISTRICT</b>						
<b>1. Total District Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	38,219.84	38,208.06	38,219.84	38,219.84	11.78	0%
<b>2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
<b>3. Total Basic Aid Open Enrollment Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
<b>4. Total, District Regular ADA (Sum of Lines A1 through A3)</b>	38,219.84	38,208.06	38,219.84	38,219.84	11.78	0%
<b>5. District Funded County Program ADA</b>						
a. County Community Schools	75.40	75.40	75.40	75.40	0.00	0%
b. Special Education-Special Day Class	25.54	25.54	25.54	25.54	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	1.98	1.98	3.93	3.93	1.95	98%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
<b>g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)</b>	102.92	102.92	104.87	104.87	1.95	2%
<b>6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)</b>	38,322.76	38,310.98	38,324.71	38,324.71	13.73	0%
<b>7. Adults in Correctional Facilities</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>B. COUNTY OFFICE OF EDUCATION</b>						
<b>1. County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
<b>d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>2. District Funded County Program ADA</b>						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
<b>g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)</b>						
	0.00	0.00	0.00	0.00	0.00	0%
<b>4. Adults in Correctional Facilities</b>						
	0.00	0.00	0.00	0.00	0.00	0%
<b>5. County Operations Grant ADA</b>						
	0.00	0.00	0.00	0.00	0.00	0%
<b>6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>C. CHARTER SCHOOL ADA</b>						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
<b>FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.</b>						
<b>1. Total Charter School Regular ADA</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>2. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>3. Charter School Funded County Program ADA</b>						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.</b>						
<b>5. Total Charter School Regular ADA</b>	1,662.47	1,662.47	1,722.97	1,722.97	60.50	4%
<b>6. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>7. Charter School Funded County Program ADA</b>						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)</b>	1,662.47	1,662.47	1,722.97	1,722.97	60.50	4%
<b>9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)</b>	1,662.47	1,662.47	1,722.97	1,722.97	60.50	4%

2020-21 Third Interim Cash Flow Report  
Year 1

2020-21 JUNE DEFERRALS STATE AID & SE	Object	2020-21 Beginning Balance	July 2020 Actual	August 2020 Actual	September 2020 Actual	October 2020 Actual	November 2020 Actual	December 2020 Actual	January 2021 Actual	February 2021 Actual
<b>A. BEGINNING CASH</b>	<b>9110</b>	<b>45,898,426</b>	<b>45,898,426</b>	<b>80,529,347</b>	<b>87,234,316</b>	<b>123,533,479</b>	<b>113,566,718</b>	<b>92,208,553</b>	<b>151,502,976</b>	<b>144,144,331</b>
<b>B. RECEIPTS</b>										
LCF Revenue Sources										
Principal Apportionment	8010-8019		12,187,658	12,187,658	40,599,014	21,937,784	21,937,784	40,599,014	21,937,784	10,180,533
Property Taxes	8020-8079		-	-	-	-	-	51,087,459	9,137,092	6,401,094
Miscellaneous Funds	8080-8099		-	1,007	(2,379,569)	(989,030)	(1,459,972)	544	957,634	-
Federal Revenues	8100-8299		1,554,677	3,951,527	34,228,903	(5,259,205)	330,827	13,909,427	1,829,347	615,598
Other State Revenues	8300-8599		3,717,932	2,277,475	7,277,430	1,767,045	4,156,179	5,300,872	8,123,967	1,160,099
Other Local Revenues	8600-8799		1,722,065	(251,920)	284,869	(403,668)	172,300	366,907	508,466	542,691
Interfund Transfers In	8910-8929		-	-	-	-	-	-	-	-
All Other Financing Sources	8930-8979		-	-	-	-	-	-	-	-
Undefined Objects										
<b>TOTAL RECEIPTS</b>			<b>19,182,332</b>	<b>18,165,747</b>	<b>80,010,647</b>	<b>17,052,926</b>	<b>25,137,118</b>	<b>111,264,223</b>	<b>42,494,290</b>	<b>18,900,015</b>
<b>C. DISBURSEMENTS</b>										
Certificated Salaries	1000-1999		1,543,762	3,296,788	19,883,110	20,311,343	20,319,966	20,553,017	20,182,128	20,155,712
Classified Salaries	2000-2999		2,649,664	3,513,569	5,076,121	5,096,837	5,056,423	5,258,854	5,052,546	4,928,146
Employee Benefits	3000-3999		2,454,566	3,517,682	14,561,723	14,546,621	14,518,845	14,835,932	14,225,655	14,729,269
Books and Supplies	4000-4999		168,503	389,083	8,214,730	2,631,542	3,251,976	3,057,713	3,467,515	2,491,090
Services	5000-5999		641,094	1,693,882	2,734,047	4,358,128	2,941,986	7,645,793	7,145,315	4,094,659
Capital Outlay	6000-6599		17,295	5,300	20,877	164,223	82,679	193,206	281,508	308,898
Other Outgo	7000-7499		57,746	57,649	84,030	22,894	65,438	107,964	10,199	58,242
Interfund Transfers Out	7600-7629		-	39,818	-	-	-	-	-	-
All Other Financing Uses	7630-7699		-	-	-	-	-	-	-	-
<b>TOTAL DISBURSEMENTS</b>		<b>-</b>	<b>7,532,629</b>	<b>12,513,770</b>	<b>50,574,637</b>	<b>47,131,589</b>	<b>46,237,315</b>	<b>51,652,479</b>	<b>50,364,866</b>	<b>46,766,015</b>
<b>D. BALANCE SHEET ITEMS</b>										
<u>Assets and Deferred Outflows</u>			-							
Cash Not In Treasury	9111-9199	2,639,611	1,626,621	635,652	(120)	(55,339)	(65,202)	(212,226)	(9,072)	262,520
Accounts Receivable	9200-9299	88,887,464	56,809,365	1,340,652	6,962,910	20,215,232	24,644	(52,646)	808,175	(20,226)
Due From Other Funds	9310	2,814,637	2,813,140	1,497	1,192	198	(236)	236	-	-
Stores	9320	104,537	-	55	135	184	-	54	-	-
Prepaid Expenditures	9330		-	-	-	-	-	-	-	-
Other Current Assets	9340		-	-	-	-	-	-	-	-
Deferred Outflows of Resources	9490		-	-	-	-	-	-	-	-
Undefined Objects			-	-	-	-	-	-	-	-
<b>SUBTOTAL ASSETS</b>		<b>94,446,248</b>	<b>61,249,126</b>	<b>1,977,856</b>	<b>6,964,116</b>	<b>20,160,276</b>	<b>(40,794)</b>	<b>(264,582)</b>	<b>799,103</b>	<b>242,294</b>
<u>Liabilities and Deferred Inflows</u>										
Accounts Payable	9500-9599	(40,063,484)	(31,035,329)	(924,863)	(99,771)	(48,176)	(217,117)	(52,599)	(287,172)	(478,494)
Due To Other Funds	9610	(1,635,178)	(1,635,178)	-	(1,192)	(198)	(58)	(140)	-	-
Current Loans	9640		-	-	-	-	-	-	-	-
Unearned Revenues	9650	(5,597,401)	(5,597,401)	-	-	-	-	-	-	-
Deferred Inflows of Resources	9690		-	-	-	-	-	-	-	-
Undefined Objects			-	-	-	-	-	-	-	-
<b>SUBTOTAL LIABILITIES</b>		<b>(47,296,063)</b>	<b>(38,267,908)</b>	<b>(924,863)</b>	<b>(100,963)</b>	<b>(48,374)</b>	<b>(217,174)</b>	<b>(52,739)</b>	<b>(287,172)</b>	<b>(478,494)</b>
Nonoperating										
Suspense Clearing	9910									
<b>TOTAL BALANCE SHEET ITEMS</b>		<b>47,150,185</b>	<b>22,981,219</b>	<b>1,052,993</b>	<b>6,863,154</b>	<b>20,111,902</b>	<b>(257,968)</b>	<b>(317,321)</b>	<b>511,931</b>	<b>(236,200)</b>
<b>E. NET INCREASE/DECREASE B - C + D</b>		<b>47,150,185</b>	<b>34,630,921</b>	<b>6,704,970</b>	<b>36,299,163</b>	<b>(9,966,761)</b>	<b>(21,358,165)</b>	<b>59,294,423</b>	<b>(7,358,645)</b>	<b>(28,102,200)</b>
<b>F. ENDING CASH (A + E)</b>			<b>80,529,347</b>	<b>87,234,316</b>	<b>123,533,479</b>	<b>113,566,718</b>	<b>92,208,553</b>	<b>151,502,976</b>	<b>144,144,331</b>	<b>116,042,132</b>
G. Ending Cash, Plus Cash Accruals and Adjustments										



2020-21 Third Interim Cash Flow Report  
Year 1

March 2021 Actual	April 2021 Actual	May 2021 Projected	June 2021 Projected	Accrual Projected	Adjustments	Total Projected	Budget
116,042,132	90,101,851	109,974,294	80,582,782			\$ -	\$ -
25,307,730	19,619,064	19,755,896	16,642,051	48,363,395	\$ -	\$ 311,255,365	\$ 311,255,365
9,103	38,979,737	-	7,275,675	(0)	\$ -	\$ 112,890,160	\$ 112,890,160
(3,653,323)	16,923	(1,371,599)	(731,845)	(2,329,662)	\$ -	\$ (11,938,891)	\$ (11,938,891)
154,003	8,375,999	187,380	16,022,636	34,889,026	\$ -	\$ 110,790,145	\$ 110,790,145
4,833,433	3,851,949	24,111,334	1,971,614	(3,072,130)	\$ 20,124,028	\$ 85,601,227	\$ 85,601,227
390,462	2,746,004	1,108,202	1,184,508	820,021	\$ -	\$ 9,190,906	\$ 9,190,906
-	-	-	159,206	2,494,223	\$ -	\$ 2,653,429	\$ 2,653,429
-	-	-	-	-	\$ -	\$ -	\$ -
-	-	-	-	-	\$ -	\$ -	\$ -
27,041,409	73,589,677	43,791,212	42,523,844	81,164,873	\$ 20,124,028	\$ 620,442,341	\$ 620,442,341
20,476,497	20,412,645	21,684,544	20,591,456	4,242,079	\$ -	\$ 213,653,047	\$ 213,653,047
5,064,919	5,030,636	8,963,334	6,869,192	1,127,995	\$ -	\$ 63,688,233	\$ 63,688,233
14,873,882	14,811,003	14,733,505	14,867,109	3,122,284	\$ 20,124,028	\$ 175,922,104	\$ 175,922,104
1,855,351	7,433,578	9,573,892	8,411,741	12,682,096	\$ -	\$ 63,628,811	\$ 63,628,811
9,761,597	4,317,753	16,317,611	8,860,807	18,147,526	\$ -	\$ 88,660,198	\$ 88,660,198
556,070	150,779	1,303,002	267,014	1,179,812	\$ -	\$ 4,530,663	\$ 4,530,663
(45,441)	151,472	564,883	135,333	(1,226,048)	\$ -	\$ 44,362	\$ 44,362
-	-	75,351	1,180,654	243,103	\$ -	\$ 1,538,926	\$ 1,538,926
-	-	-	-	-	\$ -	\$ -	\$ -
52,542,875	52,307,865	73,216,123	61,183,305	39,518,847	\$ 20,124,028	\$ 611,666,344	\$ 611,666,344
(87,678)	(11,717)	22,354	14,916	518,901		\$ 2,639,611	
66,316	(370,343)	5,379	3,098,006	0		\$ 88,887,464	
-	-	(1,626)	-	236		\$ 2,814,637	
155	151	15,138	-	88,664		\$ 104,537	
-	-	-	-	-		\$ -	
-	-	-	-	-		\$ -	
-	-	-	-	-		\$ -	
-	-	-	-	-		\$ -	
(21,207)	(381,909)	41,245	3,112,923	607,801	\$ -	\$ 94,446,248	\$ -
(417,607)	(1,027,460)	(7,847)	(5,466,960)	(90)		\$ (40,063,484)	
-	-	-	-	1,588		\$ (1,635,178)	
-	-	-	-	-		\$ -	
-	-	-	-	0		\$ (5,597,401)	
-	-	-	-	-		\$ -	
-	-	-	-	-		\$ -	
(417,607)	(1,027,460)	(7,847)	(5,466,960)	1,497	\$ -	\$ (47,296,063)	\$ -
						\$ -	
(438,814)	(1,409,369)	33,398	(2,354,037)	609,298	\$ -	\$ 47,150,185	
(25,940,280)	19,872,443	(29,391,512)	(21,013,498)	42,255,324	\$ -	\$ 55,926,182	\$ 8,775,997
90,101,851	109,974,294	80,582,782	59,569,284			\$ 101,824,608	

2020-21 Third Interim Cash Flow Projections  
Year 2

2021-22 JUNE DEFERRALS STATE AID & SE	Object	2021-22 Beginning Balance	July 2021	August 2021	September 2021	October 2021	November 2021	December 2021	January 2022	February 2022
<b>A. BEGINNING CASH</b>	<b>9110</b>	<b>59,569,284</b>	<b>59,569,284</b>	<b>77,927,003</b>	<b>56,556,917</b>	<b>54,710,803</b>	<b>51,241,925</b>	<b>49,117,123</b>	<b>49,143,678</b>	<b>101,268,553</b>
<b>B. RECEIPTS</b>										
LCF Revenue Sources										
Principal Apportionment	8010-8019		14,383,629	14,383,629	35,567,231	25,890,532	25,890,532	35,567,231	25,890,532	25,890,532
Property Taxes	8020-8079		-	-	-	-	-	1,411,317	64,356,055	-
Miscellaneous Funds	8080-8099		-	-	-	(2,334,301)	(1,373,119)	-	(2,196,990)	-
Federal Revenues	8100-8299		4,494	114,119	10,989	162,094	3,139,439	5,919,025	1,892,829	412,529
Other State Revenues	8300-8599		2,660,298	1,779,184	2,826,301	2,893,965	4,976,178	2,409,529	9,590,807	2,415,722
Other Local Revenues	8600-8799		2,314,179	315,644	1,174,252	607,603	129,602	848,716	1,361,044	286,861
Interfund Transfers In	8910-8929		-	-	-	-	-	-	-	-
All Other Financing Sources	8930-8979		-	-	-	-	-	-	-	-
Undefined Objects										
<b>TOTAL RECEIPTS</b>			<b>19,362,600</b>	<b>16,592,576</b>	<b>39,578,773</b>	<b>27,219,892</b>	<b>32,762,633</b>	<b>46,155,818</b>	<b>100,894,277</b>	<b>29,005,644</b>
<b>C. DISBURSEMENTS</b>										
Certificated Salaries	1000-1999		1,862,870	4,305,626	19,481,245	20,251,732	21,867,345	20,488,639	20,385,107	20,827,670
Classified Salaries	2000-2999		2,564,182	3,838,515	4,933,065	5,120,849	5,288,520	5,197,688	5,108,984	4,985,827
Employee Benefits	3000-3999		2,676,166	4,055,104	15,468,469	15,471,357	15,691,304	16,082,597	15,620,658	16,438,768
Books and Supplies	4000-4999		636,184	3,424,016	2,168,053	1,779,514	1,816,375	1,457,295	1,587,540	1,966,805
Services	5000-5999		827,583	3,110,631	4,763,975	8,548,948	6,437,567	7,794,302	5,917,587	7,495,292
Capital Outlay	6000-6599		31,840	600,864	324,479	397,486	217,026	96,024	122,154	97,700
Other Outgo	7000-7499		11,265	(314,306)	(19,755)	97,458	(89)	7,270	(170,168)	(355,544)
Interfund Transfers Out	7600-7629		22,974	21,638	3,070	27,533	1,086	62,029	101,482	59,134
All Other Financing Uses	7630-7699		-	-	-	-	-	-	-	-
<b>TOTAL DISBURSEMENTS</b>		<b>-</b>	<b>8,633,064</b>	<b>19,042,090</b>	<b>47,122,601</b>	<b>51,694,877</b>	<b>51,319,133</b>	<b>51,185,844</b>	<b>48,673,344</b>	<b>51,515,653</b>
<b>D. BALANCE SHEET ITEMS</b>										
<u>Assets and Deferred Outflows</u>										
Cash Not In Treasury	9111-9199	518,901	57,612	12,047	17,582	13,240	18,709	18,518	15,804	25,659
Accounts Receivable	9200-9299	81,164,873	30,481,404	(7,568,106)	6,038,713	20,993,510	16,414,174	5,069,134	(95,819)	-
Due From Other Funds	9310	236	236	-	-	-	-	-	-	-
Stores	9320	88,664	34,255	1,306	5,407	(2,147)	1,653	489	222	8,102
Prepaid Expenditures	9330		-	-	-	-	-	-	-	-
Other Current Assets	9340		-	-	-	-	-	-	-	-
Deferred Outflows of Resources	9490		-	-	-	-	-	-	-	-
Undefined Objects										
<b>SUBTOTAL ASSETS</b>		<b>81,772,674</b>	<b>30,573,507</b>	<b>(7,554,753)</b>	<b>6,061,703</b>	<b>21,004,602</b>	<b>16,434,535</b>	<b>5,088,141</b>	<b>(79,794)</b>	<b>33,761</b>
<u>Liabilities and Deferred Inflows</u>										
Accounts Payable	9500-9599	(39,518,938)	(22,946,912)	(11,365,819)	(363,989)	1,504	(2,838)	(31,560)	(16,265)	(1,459,949)
Due To Other Funds	9610	1,588	1,588	-	-	-	-	-	-	-
Current Loans	9640		-	-	-	-	-	-	-	-
Unearned Revenues	9650		-	-	-	-	-	-	-	-
Deferred Inflows of Resources	9690		-	-	-	-	-	-	-	-
Undefined Objects										
<b>SUBTOTAL LIABILITIES</b>		<b>(39,517,350)</b>	<b>(22,945,324)</b>	<b>(11,365,819)</b>	<b>(363,989)</b>	<b>1,504</b>	<b>(2,838)</b>	<b>(31,560)</b>	<b>(16,265)</b>	<b>(1,459,949)</b>
Nonoperating Suspense Clearing	9910									
<b>TOTAL BALANCE SHEET ITEMS</b>		<b>42,255,324</b>	<b>7,628,183</b>	<b>(18,920,572)</b>	<b>5,697,714</b>	<b>21,006,106</b>	<b>16,431,698</b>	<b>5,056,581</b>	<b>(96,059)</b>	<b>(1,426,188)</b>
<b>E. NET INCREASE/DECREASE B - C + D</b>		<b>42,255,324</b>	<b>18,357,719</b>	<b>(21,370,086)</b>	<b>(1,846,114)</b>	<b>(3,468,878)</b>	<b>(2,124,802)</b>	<b>26,555</b>	<b>52,124,875</b>	<b>(23,936,197)</b>
<b>F. ENDING CASH (A + E)</b>			<b>77,927,003</b>	<b>56,556,917</b>	<b>54,710,803</b>	<b>51,241,925</b>	<b>49,117,123</b>	<b>49,143,678</b>	<b>101,268,553</b>	<b>77,332,356</b>
G. Ending Cash, Plus Cash Accruals and Adjustments										

2020-21 Third Interim Cash Flow Projections  
Year 2

March 2022	April 2022	May 2022	June 2022	Accrual Projected	Adjustments	Total Projected	Budget
77,332,356	73,089,358	62,421,737	62,903,472			\$ -	\$ -
35,523,499	25,890,532	25,890,532	9,720,431	25,890,532	-	\$ 326,379,376	\$ 326,379,376
-	12,419,590	25,968,233	7,903,375	846,790	-	\$ 112,905,360	\$ 112,905,360
(787,658)	-	(1,373,119)	(2,103,851)	(1,785,054)	-	\$ (11,954,091)	\$ (11,954,091)
5,672,415	800,649	216,455	15,627,271	17,891,219	-	\$ 51,863,525	\$ 51,863,526
4,852,246	2,561,013	2,758,036	3,889,984	6,031,112	17,480,098.00	\$ 67,124,473	\$ 67,124,473
699,965	825,876	865,231	1,032,977	714,443	-	\$ 11,176,393	\$ 11,176,393
928,700	-	-	1,724,729	(0)	-	\$ 2,653,429	\$ 2,653,429
-	-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	-	\$ -	\$ -
46,889,168	42,497,660	54,325,368	37,794,916	49,589,043	\$ 17,480,098	\$ 560,148,465	\$ 560,148,466
21,420,340	20,566,684	20,492,874	21,386,840	2,435,580	\$ -	\$ 215,772,552	\$ 215,772,552
5,190,655	5,194,928	5,488,942	5,365,133	492,957	\$ -	\$ 58,770,245	\$ 58,770,245
16,749,280	16,754,324	15,727,543	16,125,324	1,506,391	\$ 17,480,098	\$ 185,847,384	\$ 185,847,384
1,399,768	1,510,637	2,350,329	4,562,242	6,471,147	\$ -	\$ 31,129,905	\$ 31,129,905
7,238,536	7,950,376	7,921,378	9,129,446	6,223,223	\$ -	\$ 83,358,843	\$ 83,358,843
151,635	100,006	90,318	157,815	207,514	\$ -	\$ 2,594,860	\$ 2,594,860
(16,352)	(7,863)	(22,130)	(74,952)	216,551	\$ -	\$ (648,613)	\$ (648,613)
132,550	21,458	47,736	408,455	65,780	\$ -	\$ 974,926	\$ 974,926
-	-	-	-	-	\$ -	\$ -	\$ -
52,266,413	52,090,550	52,096,989	57,060,302	17,619,144	\$ 17,480,098	\$ 577,800,102	\$ 577,800,102
13,052	13,724	53,313	34,641	225,000		\$ 518,901	
2,581,261	352,314	-	929,773	5,968,517		\$ 81,164,873	
-	-	-	-	(0)		\$ 236	
7,250	19,230	12,898	-	-		\$ 88,664	
-	-	-	-	-		\$ -	
-	-	-	-	-		\$ -	
-	-	-	-	-		\$ -	
-	-	-	-	-		\$ -	
2,601,563	385,267	66,210	964,414	6,193,517	\$ -	\$ 81,772,674	\$ -
(1,467,316)	(1,459,998)	(1,812,854)	1,407,056	-		\$ (39,518,938)	
-	-	-	-	-		\$ 1,588	
-	-	-	-	-		\$ -	
-	-	-	-	-		\$ -	
-	-	-	-	-		\$ -	
(1,467,316)	(1,459,998)	(1,812,854)	1,407,056	-	\$ -	\$ (39,517,350)	\$ -
-	-	-	-	-		\$ -	
1,134,247	(1,074,731)	(1,746,643)	2,371,471	6,193,517	\$ -	\$ 42,255,324	
(4,242,998)	(10,667,621)	481,735	(16,893,916)	38,163,416	\$ -	\$ 24,603,688	\$ (17,651,636)
73,089,358	62,421,737	62,903,472	46,009,556				
						\$ 84,172,972	

2020-21 Third Interim Cash Flow Projections  
Year 3

2022-23 JUNE DEFERRALS STATE AID & SE	Object	2022-23 Beginning Balance	July 2022	August 2022	September 2022	October 2022	November 2022	December 2022	January 2023	February 2023
<b>A. BEGINNING CASH</b>	<b>9110</b>	<b>46,009,556</b>	<b>46,009,556</b>	<b>76,917,230</b>	<b>70,838,661</b>	<b>73,933,754</b>	<b>51,599,204</b>	<b>32,985,134</b>	<b>28,792,418</b>	<b>81,276,939</b>
<b>B. RECEIPTS</b>										
LCF Revenue Sources										
Principal Apportionment	8010-8019		14,419,968	14,419,968	35,462,787	25,955,943	25,955,943	35,462,787	25,955,943	25,955,943
Property Taxes	8020-8079		-	-	-	-	-	1,411,317	64,356,055	-
Miscellaneous Funds	8080-8099		-	-	-	(2,370,362)	(1,394,331)	-	(2,230,929)	-
Federal Revenues	8100-8299		4,494	102,119	10,989	120,094	1,801,275	3,594,711	1,579,829	235,603
Other State Revenues	8300-8599		2,127,165	1,601,473	2,826,301	2,911,991	4,976,178	2,409,529	9,811,979	2,415,722
Other Local Revenues	8600-8799		2,559,137	315,644	659,263	607,603	129,602	587,826	1,306,742	302,963
Interfund Transfers In	8910-8929		-	-	-	-	-	-	-	-
All Other Financing Sources	8930-8979		-	-	-	-	-	-	-	-
Undefined Objects										
<b>TOTAL RECEIPTS</b>			<b>19,110,764</b>	<b>16,439,204</b>	<b>38,959,340</b>	<b>27,225,268</b>	<b>31,468,668</b>	<b>43,466,171</b>	<b>100,779,619</b>	<b>28,910,231</b>
<b>C. DISBURSEMENTS</b>										
Certificated Salaries	1000-1999		1,887,675	4,362,959	19,740,653	20,521,399	22,158,525	20,761,461	20,656,550	21,105,006
Classified Salaries	2000-2999		2,616,897	3,917,427	5,034,479	5,226,123	5,397,242	5,304,542	5,214,014	5,088,326
Employee Benefits	3000-3999		2,875,384	4,356,973	16,619,967	16,623,070	16,859,389	17,279,812	16,783,485	17,662,497
Books and Supplies	4000-4999		248,046	1,770,325	1,071,499	855,313	875,823	676,028	748,497	734,822
Services	5000-5999		743,247	2,793,640	4,278,498	7,677,760	5,781,541	7,000,017	5,314,551	6,731,478
Capital Outlay	6000-6599		31,840	600,864	324,479	397,486	217,026	96,024	122,154	97,700
Other Outgo	7000-7499		17,364	(484,490)	(30,451)	150,228	(137)	11,207	(262,307)	(548,058)
Interfund Transfers Out	7600-7629		22,974	21,638	3,070	27,533	1,086	62,029	101,482	59,134
All Other Financing Uses	7630-7699		-	-	-	-	-	-	-	-
<b>TOTAL DISBURSEMENTS</b>		<b>-</b>	<b>8,443,429</b>	<b>17,339,336</b>	<b>47,042,193</b>	<b>51,478,912</b>	<b>51,290,495</b>	<b>51,191,119</b>	<b>48,678,426</b>	<b>50,930,905</b>
<b>D. BALANCE SHEET ITEMS</b>										
<u>Assets and Deferred Outflows</u>										
Cash Not In Treasury	9111-9199	225,000	44,106	9,223	13,460	10,136	14,323	14,177	12,099	19,643
Accounts Receivable	9200-9299	55,557,560	30,426,895	(120,316)	11,326,766	1,908,288	1,194,700	3,532,125	378,480	-
Due From Other Funds	9310	-	-	-	-	-	-	-	-	-
Stores	9320	-	-	-	-	-	-	-	-	-
Prepaid Expenditures	9330	-	-	-	-	-	-	-	-	-
Other Current Assets	9340	-	-	-	-	-	-	-	-	-
Deferred Outflows of Resources	9490	-	-	-	-	-	-	-	-	-
Undefined Objects										
<b>SUBTOTAL ASSETS</b>		<b>55,782,560</b>	<b>30,471,001</b>	<b>(111,094)</b>	<b>11,340,226</b>	<b>1,918,424</b>	<b>1,209,022</b>	<b>3,546,302</b>	<b>390,579</b>	<b>19,643</b>
<u>Liabilities and Deferred Inflows</u>										
Accounts Payable	9500-9599	(17,619,144)	(10,230,663)	(5,067,343)	(162,281)	671	(1,265)	(14,071)	(7,252)	(650,904)
Due To Other Funds	9610	-	-	-	-	-	-	-	-	-
Current Loans	9640	-	-	-	-	-	-	-	-	-
Unearned Revenues	9650	-	-	-	-	-	-	-	-	-
Deferred Inflows of Resources	9690	-	-	-	-	-	-	-	-	-
Undefined Objects										
<b>SUBTOTAL LIABILITIES</b>		<b>(17,619,144)</b>	<b>(10,230,663)</b>	<b>(5,067,343)</b>	<b>(162,281)</b>	<b>671</b>	<b>(1,265)</b>	<b>(14,071)</b>	<b>(7,252)</b>	<b>(650,904)</b>
Nonoperating										
Suspense Clearing	9910									
<b>TOTAL BALANCE SHEET ITEMS</b>		<b>38,163,416</b>	<b>20,240,338</b>	<b>(5,178,436)</b>	<b>11,177,946</b>	<b>1,919,094</b>	<b>1,207,757</b>	<b>3,532,231</b>	<b>383,328</b>	<b>(631,261)</b>
<b>E. NET INCREASE/DECREASE B - C + D</b>		<b>38,163,416</b>	<b>30,907,674</b>	<b>(6,078,568)</b>	<b>3,095,093</b>	<b>(22,334,550)</b>	<b>(18,614,070)</b>	<b>(4,192,717)</b>	<b>52,484,521</b>	<b>(22,651,936)</b>
<b>F. ENDING CASH (A + E)</b>			<b>76,917,230</b>	<b>70,838,661</b>	<b>73,933,754</b>	<b>51,599,204</b>	<b>32,985,134</b>	<b>28,792,418</b>	<b>81,276,939</b>	<b>58,625,003</b>
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>										

2020-21 Third Interim Cash Flow Projections  
Year 3

March 2023	April 2023	May 2023	June 2023	Accrual Projected	Adjustments	Total Projected	Budget
58,625,003	49,708,423	39,211,502	41,070,598			\$ -	\$ -
35,419,823	25,955,943	25,955,943	35,505,752	(0)	-	\$ 326,426,741	\$ 326,426,741
-	12,419,590	25,968,233	7,903,375	846,790	-	\$ 112,905,360	\$ 112,905,360
(817,355)	-	(1,394,331)	(2,146,275)	(1,812,630)	-	\$ (12,166,211)	\$ (12,166,211)
3,503,508	558,867	186,455	13,755,512	14,146,573	-	\$ 39,600,028	\$ 39,600,028
4,712,982	2,454,139	2,758,036	6,305,706	3,362,145	17,480,098.00	\$ 66,153,445	\$ 66,153,445
439,075	825,876	865,231	1,032,977	500,894	-	\$ 10,132,833	\$ 10,132,833
928,700	-	-	1,724,729	(0)	-	\$ 2,653,429	\$ 2,653,429
-	-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	-	\$ -	\$ -
44,186,733	42,214,414	54,339,566	64,081,776	17,043,772	\$ 17,480,098	\$ 545,705,625	\$ 545,705,625
21,705,568	20,840,545	20,765,752	21,671,621	2,468,012	\$ -	\$ 218,645,726	\$ 218,645,726
5,297,364	5,301,726	5,601,784	5,475,429	503,091	\$ -	\$ 59,978,444	\$ 59,978,444
17,996,124	18,001,543	16,898,326	17,325,719	1,618,529	\$ 17,480,098	\$ 198,380,915	\$ 198,380,915
700,195	761,883	1,229,094	2,459,817	3,600,591	\$ -	\$ 15,731,934	\$ 15,731,934
6,500,887	7,140,186	7,114,143	8,199,103	6,942,576	\$ -	\$ 76,217,626	\$ 76,217,626
151,635	100,006	90,318	157,815	207,514	\$ -	\$ 2,594,860	\$ 2,594,860
(25,206)	(12,120)	(34,112)	(115,535)	333,805	\$ -	\$ (999,812)	\$ (999,812)
132,550	21,458	47,736	408,455	65,780	\$ -	\$ 974,926	\$ 974,926
-	-	-	-	-	\$ -	\$ -	\$ -
52,459,117	52,155,227	51,713,040	55,582,424	15,739,899	\$ 17,480,098	\$ 571,524,619	\$ 571,524,619
9,992	10,507	40,814	26,520	(0)		\$ 225,000	
-	84,311	-	795,054	6,031,257		\$ 55,557,560	
-	-	-	-	-		\$ -	
-	-	-	-	-		\$ -	
-	-	-	-	-		\$ -	
-	-	-	-	-		\$ -	
-	-	-	-	-		\$ -	
9,992	94,818	40,814	821,574	6,031,257	\$ -	\$ 55,782,560	\$ -
(654,189)	(650,926)	(808,244)	627,323	-		\$ (17,619,144)	
-	-	-	-	-		\$ -	
-	-	-	-	-		\$ -	
-	-	-	-	-		\$ -	
-	-	-	-	-		\$ -	
(654,189)	(650,926)	(808,244)	627,323	-	\$ -	\$ (17,619,144)	\$ -
-	-	-	-	-		\$ -	
(644,196)	(556,109)	(767,429)	1,448,897	6,031,257	\$ -	\$ 38,163,416	
(8,916,580)	(10,496,921)	1,859,097	9,948,249	7,335,130	\$ -	\$ 12,344,422	\$ (25,818,994)
49,708,423	39,211,502	41,070,598	51,018,847			\$ 58,353,977	



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.2

**Meeting Date:** May 20, 2021

**Subject:** Local Control and Accountability Plan (LCAP) Update

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Continuous Improvement and Accountability Office

**Recommendation:** None

**Background/Rationale:** Annually, districts must develop a Local Control and Accountability Plan (LCAP). The LCAP provides details of goals, actions, and expenditures to support identified student outcomes and overall performance. Significant and purposeful engagement of stakeholders is critical to the development of the LCAP and the budget process. This item provides a summary of key themes that have emerged during the stakeholder engagement process for the 2021-22 through 2023-24 LCAP.

**Financial Considerations:** Stakeholder recommendations include many actions that, if actualized, would result in additional costs.

**LCAP Goals:** College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Empowerment; Operational Excellence

**Documents Attached:**

1. Executive Summary
2. Draft Local Control and Accountability Plan (LCAP) Materials

**Estimated Time of Presentation:** 20 minutes

**Submitted by:** Vincent Harris, Chief Continuous Improvement and Accountability Officer  
Steven Fong, LCAP/SPSA Coordinator

**Approved by:** Jorge A. Aguilar, Superintendent

# Board of Education Executive Summary

## Continuous Improvement and Accountability and State and Federal Programs

Local Control and Accountability Plan (LCAP) Update  
May 20, 2021



### I. Overview/History of Department or Program

In July 2013, the state Legislature approved a new funding system for all California public schools. This new funding system, the Local Control Funding Formula (LCFF), requires that every Local Education Agency write a Local Control and Accountability Plan (LCAP).

Significant and purposeful engagement of stakeholders is critical to the development of the LCAP and the budget process. Stakeholder engagement is an ongoing, annual process and should support comprehensive planning, accountability, and improvement across the state and local priority areas.

### II. Driving Governance:

According to Ed Code 52060, on or before July 1, annually, the Governing Board of each school district shall adopt a Local Control and Accountability Plan (LCAP) using a template adopted by the State Board of Education (SBE), effective for three years with annual updates. It will include the district's annual goals for all students and for each significant subgroup in regard to the eight state priorities and any local priorities, as well as the plans for implementing actions to achieve those goals. Education Code §52063 (a) (1) requires the establishment of a parent advisory committee, that shall include parents or legal guardians of unduplicated students (low income, English learner, foster youth and homeless).

### III. Budget:

Stakeholder recommendations include many actions that, if actualized, would result in additional costs.

### IV. Goals, Objectives and Measures:

The Stakeholder Engagement section within the LCAP requires districts to provide descriptions in three key areas:

1. A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.
2. A summary of the feedback provided by specific stakeholder groups.
3. A description of the aspects of the LCAP that were influenced by specific stakeholder input.

The annual and ongoing engagement of stakeholders is a key part of SCUSD's LCAP development process. It is important that the goals, actions, expenditures, metrics, and targets within the LCAP are informed by the voices of students, families, staff, and community members. The stakeholder engagement process for the 2021-22 to 2023-24 LCAP was unique in terms of timeline and scope as it built upon the engagement process

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for the 2020-21 Learning Continuity and Attendance Plan. As detailed in SCUSD's adopted Learning Continuity and Attendance Plan, a range of stakeholder engagement activities occurred throughout June-September 2020. These included listening sessions, meetings with district committees/groups, district surveys, a virtual town hall, public comment on the posted draft, and public comment at the public hearing and related board presentations. The engagement during this process was foundational to the 2021-22 LCAP as many of the priorities and recommendations raised during that process catalyzed and supported stakeholder input during the remainder of the 2020-21 year.

Extending from the Learning Continuity and Attendance Plan engagement process, stakeholder engagement for the 2021-22 LCAP continued throughout 2020-21. The process includes engagement with district committees/groups in their established meetings and special meetings, engagement with the board, stakeholder surveys, community listening sessions, meetings with district staff, opportunity to comment on the draft, and a public hearing. A key feature of engagement during 2020-21 was the sharing of key stakeholder recommendations earlier in the year to inform board and staff planning. During 2019-20 engagement, the LCAP Parent Advisory Committee (PAC) set an internal goal to advance initial recommendations earlier in the school year. This goal was achieved as the PAC provided initial recommendations to the board in December 2020 in the form of a Board Communication. The LCAP PAC later presented these recommendations to the board in February 2021. At this same meeting, members of the Student Advisory Council (SAC) presented their key recommendations to the board. To provide adequate time for consideration, the board scheduled a special meeting on 3.11.21 to engage directly with members of the PAC and SAC. This meeting also included a presentation by a representative from the California School Boards Association (CSBA) to discuss the role of the board with regard to the LCAP.

Building upon this priority to share stakeholder recommendations earlier, a summary of recommendations across key stakeholder committees/groups was provided to district leadership in early April. These were shared with executive cabinet, departmental leadership, and the representative stakeholder groups. This presentation provides an expanded set of input to the Board and public.

The district's key committees and groups play a critical role in representing different parts of the SCUSD community. Key groups supporting this year's input process included:

- African American Advisory Board (AAAB)
- American Indian Education Program Parent Committee (AIEP PC)
- Community Advisory Committee (CAC)
- District English Learner Advisory Committee (DELAC)
- LCAP Parent Advisory Committee (PAC)
- Student Advisory Council (SAC)

Additionally, the Sacramento Area Youth Speaks (SAYS) team at Luther Burbank provided a comprehensive set of student-formed recommendations to inform the LCAP process that have been integrated into the overall input.



## Board of Education Executive Summary

### Continuous Improvement and Accountability and State and Federal Programs

Local Control and Accountability Plan (LCAP) Update  
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Presentations to the board to provide opportunities for board member input and public comment included:

- LCAP Mid-Year Update and Initial Presentation of LCAP PAC and SAC recommendations (2.18.21)
- Follow-up Presentation of LCAP PAC and SAC recommendations (3.4.21)
- Special Board Meeting to discuss stakeholder recommendations (3.11.21)
- Presentation of LCAP Draft (5.6.21)
- Summary of Stakeholder Input (5.20.21)
- *LCAP Public Hearing (6.10.21)*

Several surveys were administered throughout the year to gather additional input from stakeholders. These included:

- Fall 2020 School Climate Survey (Students only)
- Spring 2021 School Climate Survey in March-April 2021 (Students, Staff, and Families)
- LCAP Stakeholder Survey in April-May 2021 (Students, Staff, Families, and Community Members)

A series of five listening sessions were held in April and May 2021 and were open to all students, staff, parents/caregivers, and community members. These provided a brief overview of the LCAP and provided attendees opportunity to share their input on how to best support students with the highest needs.

#### **V. Major Initiatives:**

Several overarching themes emerged throughout the range of stakeholder engagement activities. These themes included:

##### **Effective Implementation of a Multi-tiered System of Supports (MTSS)**

A leading theme that echoed across stakeholder input was the importance of implementing and sustaining an effective Multi-Tiered System of Supports (MTSS) districtwide and at each school site. This input area strongly informs many, if not most, of the other overarching themes and key recommendations. Key aspects of MTSS include a coherent and consistent Tier 1 (foundational) program, providing responsive services to students based on identified need (including individualized supports and reading supports), implementing systems that improve the culture and climate of schools and classrooms, equitable allocation of resources using data-based decision making, and monitoring the effectiveness of actions to determine what is working and what needs to be changed.

##### **Individualized Supports Based on Identified Student Needs**

A theme across stakeholder group input was the need for more individualized supports for students with a particular focus on those students with the highest needs. A recurring recommendation was that

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### **Continuous Improvement and Accountability and State and Federal Programs**

Local Control and Accountability Plan (LCAP) Update  
May 20, 2021



individualized learning plans be developed for unduplicated students (English Learners, Foster Youth, Homeless Youth, and socioeconomically disadvantaged students), African American students, and other student groups with demonstrated needs. Related recommendations include the assignment of specific liaisons to provide a 1 to 1 source of support and advisory periods to provide each student a 1 to 1 teacher/staff connection for social and emotional as well as academic support. Stakeholders emphasized the importance of effective assessment systems to ensure that student needs can be appropriately identified.

#### **Focus on the Primary Grades**

Feedback across stakeholder groups emphasized the need for a strategic focus on the elementary grades in a number of areas. A recurring strand of feedback indicated the importance of college and career readiness efforts at the elementary grade level. Stakeholders affirmed the need for families and students to have an understanding of PreK-College pathways early on and to have support in developing a clear plan for PreK-12 and beyond, including postsecondary goals. A focus on early literacy as a foundational requirement for later academic success was also a recurring theme. Specific stakeholder feedback pointed to the need for a focus on reading proficiency by the 3rd grade as a key indicator for the district. Similarly, feedback reiterated the importance of supporting English Learners to make clear progress towards fluency and ultimate reclassification in the early grades. Stakeholders also emphasized the need for clear progress monitoring and responsive intervention/supports in early elementary to address any gaps as soon as they are identified. Additional feedback specified the importance of curriculum and instruction for dyslexia intervention, students with learning disabilities in reading, and all struggling readers.

#### **Increased Mental Health Supports**

While this theme was present in previous LCAP input processes, it was significantly amplified during the input provided through the Learning Continuity Plan process, current LCAP engagement, and in recent input supporting learning recovery planning. Stakeholders have emphasized the need for more awareness, regular check-ins and monitoring of student needs, and provision of tiered supports to address mental health. Specific feedback examples include the call for more social workers, mental health counseling at school sites, student support centers at all school sites, and the development of courses/curricula to provide students direct access to education about their own mental health. Stakeholders have reiterated the importance of addressing mental health (including the effects of trauma) so that students can fully access any academic supports to be provided and fully engage in the process of learning.

#### **Improvement of School and Classroom Culture and Climate**

Across stakeholder groups, the importance of improving school and classroom culture and climate emerged as a theme. This manifested in recommendations for multiple types of professional development including

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Social Emotional Learning, anti-bias and anti-racist training. Stakeholders reiterated the need for a continued focus on disproportionate suspension rates, in particular the disproportionate rates of suspension for African American students, Students with Disabilities, Foster Youth, and Homeless Youth. Also noted in feedback was the impact of curriculum on culture and climate. Specific examples included the stated need for curricular materials that are reflective of the Black/African American experience, expand awareness of and increase partnership with tribal educators to provide instruction about the American Indian and Alaska Native experience, provision of materials that support and value home languages, and consistency in providing instruction that is culturally relevant and historically accurate.

#### **Coherence and Consistency Across Schools and Programs**

An overarching theme that overlaps with many other priorities was stakeholders' call for coherence and consistency in the district's Tier 1 program. Stakeholders emphasized the fact that it should not matter where a student lives, whether they have opted into a program of choice, or which classroom they are assigned to – they should be able to expect the same high-quality, standards-aligned, and enriching program inside and outside of the classroom everywhere in SCUSD. This strand of feedback encompassed the urgency communicated by stakeholders regarding implementation of the District Common Assessments, the differentiation of instruction in all classrooms, the implementation of Universal Design for Learning (UDL) practices, and the provision of effective Designated and Integrated English Language Development (ELD).

#### **Equitable Allocation of Resources**

A wide range of stakeholder feedback connected to the common theme of providing more resources to the students, families, programs, and schools that demonstrate the highest needs. This included consistent emphasis that targeted funding be utilized effectively to address the needs of the students who generate that funding. Related feedback included the need to further disaggregate data reporting and target outcomes and maintaining the transparency of how targeted funds are used.

#### **Implementation Accountability**

Another theme that connects to a broad range of stakeholder interests is the importance of building in accountability measures for district initiatives and plans. A key aspect of this feedback strand is accountability to implement professional learning with fidelity. Stakeholders identified the current 'opt-in' culture of the district as a limiting factor in effectively implementing programs and feedback emphasized the need to monitor how training is being provided and whether it is effective in meeting the stated goal(s). Stakeholders also reiterated the importance of linking specific metrics to planned actions to enable more effective monitoring of progress and return on investment. Related to the above theme of coherence and



consistency, stakeholder feedback specified the need to implement assessment practices with fidelity so other initiatives such as the Multi-Tiered System of Supports (MTSS) efforts can be successful.

### **Disruption of the Status Quo**

Stakeholders expressed this theme in many ways, with ‘disruption of the status quo’ summarizing the general interest in taking the recent year as an opportunity for radical changes to programs and practices. This included feedback pointing to the opportunity to build upon key lessons from the distance learning experience and provide new instructional opportunities for students in the future. Also recurring as a theme in feedback was the idea that ‘what we were doing before wasn’t working, so we should think about how to do things differently.’

In addition to the overarching themes that emerged across stakeholder input strands, there were specific priorities and recommendations that recurred during stakeholder engagement. These are organized by LCAP goal area within the stakeholder engagement section.

## **VI. Results:**

Stakeholder input influenced the development of the LCAP significantly. With the transition to a new three-year plan coming after a one-year delay and building upon the experiences of school closures and distance learning, the voice of stakeholders shaped many aspects of the LCAP from the high-level plan goals to specific metrics. Key influences include:

### **Plan Goals**

The evolution of goals from the prior LCAP to the goals in the 2021-22 LCAP is primarily due to stakeholder input. Building upon the input from 2019-20 and the Learning Continuity and Attendance Plan process, the 2021-22 goals reflect key priorities voiced by stakeholders and align to the overarching themes discussed in the previous section.

### **Metrics/Desired Outcomes**

Several new metrics were incorporated into the LCAP and others were modified based upon stakeholder feedback. Specific examples are included in the LCAP Stakeholder Engagement section and the presentation for this item.

### **Disaggregation of Data**

Stakeholder feedback has consistently emphasized the need for more transparency with regard to performance gaps across student groups and more intentional target setting. To meet this interest, baseline data and target outcomes have been disaggregated by student group throughout the LCAP. This includes data, where available, for English Learners, Foster Youth, Homeless Youth, Students with Disabilities,

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## Continuous Improvement and Accountability and State and Federal Programs

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Socioeconomically Disadvantaged students, and by race/ethnicity. This has already supported follow-up feedback and discussions with staff about how to set desired outcomes that reflect accelerated growth for target student groups and how to use these targets to drive equitable allocation of resources.

### Actions and Services

Stakeholder feedback influenced both the incorporation of additional actions as well as expansion of continued action descriptions to more fully describe efforts to improve student outcomes. Specific examples are included in the LCAP Stakeholder Engagement section and the presentation for this item.

### Maintenance of LCFF Supplemental and Concentration Grant Transparency

As noted previously, stakeholders placed a priority on maintaining and increasing transparency with regard to targeted funding in the LCAP. With the new LCAP template not differentiating LCFF Base and LCFF Supplemental and Concentration grant funding in the expenditure tables, SCUSD is committed to providing that breakout of projected expenditures and will do so in an appendix.

### Affirmation of Existing Prioritized Actions

Across the breadth of stakeholder feedback, many of the district's continuing actions were reaffirmed and their importance underscored.

### VII. Lessons Learned/Next Steps:

Remaining Checkpoints in the LCAP development and adoption process include:

- June 10, 2021: LCAP/Budget Public Hearing
- June 24, 2021: LCAP/Budget Adoption
- June 29, 2021: Deadline to Submit LCAP to Sacramento County Office of Education (SCOE)
- Summer 2021: (If needed) SCOE Feedback, SCUSD Revisions, SCOE Approval

Following adoption and approval by the Sacramento County Office of Education (SCOE), fall 2021 next steps will include communication and outreach with the adopted LCAP to students, families, and staff. Concise, stakeholder friendly materials will be provided to help all community members understand the district's key goals, actions, and metrics being used to evaluate success. This process will, in turn, help to drive further input that can be used to inform the development of the 2022-23 LCAP.



Local Control & Accountability Plan

# Board of Education Executive Summary

## Continuous Improvement and Accountability and State and Federal Programs

Local Control and Accountability Plan (LCAP) Update  
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### Key Terms:

#### **Local Control and Accountability Plan (LCAP)**

A three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes.

#### **Local Control Funding Formula (LCFF)**

The state's method for funding school districts

#### **LCFF Base Funding**

Uniform base grant based on grade span and average daily attendance

#### **Unduplicated Pupils**

English Learners, Foster Youth Homeless Youth, and Socioeconomically Disadvantaged students

#### **LCFF Supplemental Grant Funding**

Additional funding based upon unduplicated pupil percentage

#### **LCFF Concentration Grant Funding**

Additional funding based upon the percentage of unduplicated pupils exceeding 55% of district's enrollment

# Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Sacramento City Unified School District	Jorge A. Aguilar, Superintendent	<a href="mailto:Superintendent@scusd.edu">Superintendent@scusd.edu</a> 916.643.7400

## Plan Summary [LCAP Year]

### General Information

A description of the LEA, its schools, and its students.

Sacramento City Unified School District is a large, urban school district situated in the central and southern part of California's capital city. SCUSD is the 13th largest district in the state and one of the oldest K-12 districts in the western United States. Established in 1854, SCUSD serves approximately 42,000 students at seventy-five schools spanning seventy square miles. These 75 schools include forty-two Elementary Schools, eight K-8 schools, six middle schools, eight high schools, two Grade 7-12 schools, one Grade 4-8 Community Day School, one Independent Study school, two Adult school locations, and five dependent charter schools. Preschool and early Kindergarten programs are operated within many of the district's elementary school sites.

The city of Sacramento is often included on lists identifying the 'most diverse cities' in the country. SCUSD's boundaries encompass most of the central and southern portions of the City of Sacramento. These areas, in particular south Sacramento, have historically been some of the most diverse in terms of race, ethnicity, culture, and language. SCUSD's 2020-21 student population is 40.8% Hispanic/Latino, 17.2% White, 17.7% Asian, 12.6% African American, 7.6% Multi-racial, 2.2% Native Hawaiian or Pacific Islander, 1.5% Filipino, and .5% American Indian or Alaska Native. Over 70% of students are identified as socioeconomically disadvantaged, including those students that are eligible for Free/Reduced Meals (71.6%), identified as Foster Youth (0.5%), and/or identified as Homeless Youth (0.7%). The student population also includes a significant percentages of English Learners (17.2%) and Students with Disabilities (15.3%). With more than 50 different languages represented, many SCUSD students speak a primary language other than English. Spanish, Hmong, Cantonese, Vietnamese, Russian, Marshallese, and Mandarin are the most frequently occurring primary languages other than English.

SCUSD is guided by its Core Value and overarching Equity, Access, and Social Justice Guiding Principle. These both address the notion that 'Every system is perfectly designed to get the results that it gets' and acknowledge the presence of fundamental inequities that must be interrupted and addressed for the district to achieve its stated goals for all students and families.

**SCUSD Core Value:**

**DRAFT SCUSD LCAP 2021-22: 5.13.21**

We recognize that our system is inequitable by design and we vigilantly work to confront and interrupt inequities that exist to level the playing field and provide opportunities for everyone to learn, grow, and reach their greatness.

**SCUSD Guiding Principle:**

All students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options.

Performance results for SCUSD continue to demonstrate gaps in achievement for all students relative to their peers across the state and significant gaps within the district for multiple student groups. These gaps are discussed in detail within the 'Reflections' sections below and inform many of the target student outcomes set within the plan. SCUSD acknowledges that the persistent gaps in performance for Students with Disabilities, English Learners, Foster Youth, Homeless Youth, Low-Income students, African American students, Hispanic/Latino students, American Indian/Alaska Native, and Native Hawaiian/Pacific Islander students are unacceptable and that the system we have historically operated has perpetuated these outcomes.

The COVID-19 pandemic, closure of physical school sites, and implementation of distance learning have had profound and lasting impacts on the district. The challenges faced by families include food and housing insecurity, lack of access to technology/connectivity, unemployment, and lack of access to health care. These issues have exacerbated existing inequities and helped to shine a light on the gaps that were already present. The learning loss experienced by students during the pandemic will require focused effort in the coming years to address. In responding to the challenges of school closures and distance learning, the district did accelerate its progress in providing technology to students and taking advantage of the opportunities available in the digital space. This growth in the use of digital resources happened in the areas of classroom instruction and for multiple types of district operations. The district intends to build upon this learning so that we can accelerate our progress forward and not return to 'business as usual' when schools fully reopen.

Prior to and throughout the pandemic, SCUSD has remained committed to applying the principles of Continuous Improvement in planning and implementation at the district, program, and site levels. The intent is to transform the district's culture to one of data-based decision-making and equity-driven resource allocation. The implementation of an effective Multi-Tiered System of Supports at all school sites is a key part of this aim. In considering the implementation of specific actions, three key questions are asked (1) What specifically are we trying to accomplish? (2) What changes might we introduce and why? and (3) How will we know that a change is an improvement?

This lens is of particular importance as the district finds itself facing significant fiscal challenges in the current and coming years. As detailed in a December 2019 report by the California State Auditor and numerous other internal and external reports, SCUSD has a structural deficit that, if not addressed, could result in fiscal insolvency. Savings associated with the closure of schools and additional one-time funding during COVID have provided a temporary reprieve, but neither of these has addressed the underlying problems. A major concern of the district and community is that the structural deficit will not be resolved in time and could result in state receivership/takeover. District staff are currently working in partnership with staff from the Sacramento County Office of Education (SCOE) to develop and implement plans to address the deficit. Collaboration and negotiation with bargaining group colleagues is an important step in this process. Given the scope of the district's fiscal challenges and the need to interrupt inequities, SCUSD finds itself in a position of having to 'do more with less.' SCUSD's commitment to equity-driven decision-making and resource allocation will be critical as the district strives to improve outcomes for all students and close the significant performance gaps between student groups.



## Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

Due to the COVID-19 pandemic and closure of schools in March 2020, a full California School Dashboard was not published in fall 2020. The successes and progress described in this section are based on SCUSD's 2019 Dashboard results and more recent data (state and local) from 2019-20 and 2020-21. Overall, there are some key areas in which SCUSD has made progress and has successes to highlight. These include decreasing trends in Suspension Rate, decreases in Chronic Absenteeism where efforts have been targeted, increases in Graduation Rate, and the launch of training to install a Multi-Tiered System of Supports (MTSS) across all school sites. In highlighting any progress, it is important to note that significant performance gaps between student groups persist for all Dashboard indicators and other local metrics.

### Suspension Rates

SCUSD's 2019 Dashboard results included several examples of progress that the district would like to build upon in the coming year and over the three-year LCAP timeline. One of these examples is the decrease in Suspension rate from the 2018 to 2019 Dashboard that continued into 2019-20. From 2017-18 to 2018-19, SCUSD's overall suspension rate decreased from 6.1% to 5.6%. More importantly, rates decreased for the student groups that were identified as having the most disproportionate suspension rates in the past. From the 2018 Dashboard (2017-18) to the 2019 Dashboard (2018-19), the suspension rate for African American students decreased by 2.0 – notable progress - but at 14.6% was still significantly higher than any other student group. The rate for American Indian or Alaska Native students decreased by 1.0 to a rate of 8.0%. Similarly, Homeless Youth decreased by 3.0 to a rate of 12.2%. All of these results represent movement in the right direction while reaffirming the need for ongoing progress. Students with Disabilities remained at 10% after a small decrease of 0.3 and Foster Youth increased by 0.7 to 21.2%. These two results served as a reminder that a decrease for 'All' does not mean that all student groups are moving in that same direction.

In the period of 2019-20 prior to school closures (August 2019 to February 2020), Suspension rates for all students and every student group were lower than those during the same time period in 2018-19. (Note: these 2019-20 results are *mid-year*, distinct from the 2017-18 and 2018-19 *end-of-year* results discussed in the previous paragraph.) The rate for all students had decreased from 3.8% to 3.1% and similar progress was made for target student groups. The rate for African American students had decreased from 10.1% to 8.1%, the rate for students with disabilities from 7.2% to 5.6%, Foster Youth from 14.2% to 9.9%, and Homeless Youth from 8.5% to 5.2%. These decreasing rates are evidence of continued progress. However, multiple student groups still had suspension rates well above that of 'All' students and their peer student groups. With the move to distance learning and significant change in Suspension practices, data for the end of 2019-20 and 2020-21 is not comparable to that from the 2019 Dashboard and the first part of 2019-20. SCUSD looks forward to building upon the overall progress as in-person learning resumes and schools are reopened in full.

### English Language Arts (ELA) Performance

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*Note: The below results discuss the measure 'Distance from Standard.' This refers to the distance above or below the score for 'Standard Met' that was achieved by the given student group. For example: The lowest score to 'Meet Standard' on the fifth grade ELA assessment is 2,502. If the average of all fifth grade scores in the district is 2,492, then the 'Distance from Standard,' or DFS, would be -10 points.*

Though recent results are not available, initial progress in English Language Arts (ELA) is shown by the 2019 Dashboard. Following full implementation of the ELA curriculum, an overall increase of 4.7 points to a status of -22.1 points below standard (referred to as Distance from Standard (DFS)) occurred from 2017-18 to 2018-19. Significant increases were seen for Foster Youth (16.7 point increase to -82.5 DFS), Socioeconomically Disadvantaged students (5.3 increase to -44.3 DFS), Hispanic/Latino students (6.5 increase to -40.1 DFS), White students (8.0 increase to 33.3 DFS), and Multiracial students (7.1 increase to +2.8 DFS). As in the case of Suspension rate, increases were not achieved across all student groups, revealing areas of need within the overall improvement trend.

### Chronic Absenteeism

In the area of Chronic Absenteeism, SCUSD's 2019 Dashboard results showed a 0.2 increase to a 14.8% overall rate. The 0.2 increase was well below the 1.1 increase for the state of California and, given the loss of attendance days to both the northern California fires and a labor action during the 2018-19 school year, is cause for reflection. In an examination of local data, the efforts of the Be Here program demonstrated significant success. Of the 18 schools that were the focus of the program's efforts, 11 *reduced* their Chronic Absenteeism rates in 2018-19, even with the impacts of the fires and labor action. Overall, the 18 focus schools achieved a 0.81 decrease in their collective Chronic Absenteeism rate. To achieve this, the Be Here team has supported sites to implement best practices including regular meeting of site attendance teams, establishing data-based site attendance goals, developing attendance-specific MTSS structures and systems, regular data review, individual student case management, and participation in a monthly peer learning network to share across sites. SCUSD is excited to expand the focus efforts in the coming years with the awarding of renewed grant funds for the Be Here program.

In the period of 2019-20 prior to school closures, Chronic Absenteeism rates were on track to be near or below 2018-19 rates. The rate for all students through February 2020 was 11%. Following school closures and throughout distance learning, attendance was measured differently, making any end-of-year 2019-20 rate and 2020-21 rates less comparable to prior data. However, Chronic Absenteeism during 2020-21 does indicate the need to refocus efforts in this area and continue building upon the progress made in 2018-19 and leading into school closures during 2019-20. The 2020-21 rate for all students in 2020-21 (through March 2020) was 17.8%.

### Graduation Rates and UC 'A-G' Completion

*Note: The following section references University of California/California State University (UC/CSU) 'A-G' requirements. These refer to the specific course requirements in History, English, Mathematics, Science, World Language, and Visual and Performing Arts that students must complete with a letter grade of 'C' or higher to be eligible for admission.*

Graduation Rates and completion of UC/CSU 'A-G' requirements demonstrate some progress, though not universally across all student groups. From 2018-19 to 2019-20, the district's graduation rate increased from 85.7% to 87.3%. Significant improvement occurred for Foster Youth (66.7% to 81.3%), Students with Disabilities (66% to 70.4%), African American students (77.1% to 82.4%), and White students (84.6% to

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92.5%). However, there were also concerning decreases for English Learners (81.2% to 75.8%), Homeless Youth (75.3% to 72.9%), American Indian or Alaska Native students (81.8% to 73.3%), and Native Hawaiian or Pacific Islander students (87% to 71.9%). These results again demonstrate that, within the overall positive increase of the districtwide rate, significant needs persist for student groups. Completion of UC/CSU 'A-G' requirements, overall, demonstrated more consistent progress across student groups. The percentage of all graduates meeting UC 'A-G' requirements improved from 50.7% in 2018-19 to 54% in 2019-20. Almost all student groups improved from 2018-19 to 2019-20, though both Homeless Youth (24.6% to 20.9%) and American Indian or Alaska Native students (44.4% to 30%) showed concerning decreases. Overall, graduation rates and UC 'A-G' completion have improved significantly since 2016-17. This corresponds with focused counseling and academic planning supports. A key need that remains is the acceleration of progress for student groups whose outcomes remain disproportionately low relative to their peers. This will require more focused efforts in the coming years to ensure that not only can overall progress continue to be highlighted, but closure of gaps can also be celebrated.

### **Multi-Tiered System of Supports (MTSS)**

An implementation success that is important to note is the recent launch of a multi-year effort to install and sustain an effective Multi-Tiered System of Supports (MTSS) districtwide. The urgent need for a coherent MTSS has been acknowledged for years by a range of stakeholders. During 2020-21, the district began training for the first of three cohorts of schools (the first cohort includes 25 schools) that will ultimately provide comprehensive training for all sites. Each cohort will go through three years of training with ongoing coaching and support throughout.

Examples of key professional learning topics during Year 1 of each school's training include:

- Leaders as Problem Solvers and Change Agents: Adaptive Leadership, Systems Change & Implementation Science
- Leaders as Coaches and Facilitators: Multiple Tiers & Building Capacity, Mapping Tier 1 Resources, Effective PD skills and coaching
- Leaders as Collaborators: Effective Teaming Practices, Family Engagement
- Leaders Engaging in Continuous Improvement: Data Evaluation, Tools for monitoring fidelity of problem solving
- Leaders who Build Future Leaders: Scaling up practices and planning for sustainability with school improvement context

SCUSD is committed to supporting effective MTSS implementation and sustainability for the long-term. This is a critical step for the district to not only improve outcomes for all students, but also to more effectively serve students with the highest needs. Building upon the initial successes in MTSS implementation will enable the district to address the many needs that exist, including those discussed in the section below. In addition, the district has focused on implementation of Universal Design for Learning (UDL) practices as a key pillar of the core program. In transitioning to Distance Learning, the district took the opportunity to provide UDL training to all staff. This supported a more effective implementation of Distance Learning instruction while also laying a foundation of training to build upon in future years.

## Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Due to the COVID-19 pandemic and closure of schools in March 2020, a full California School Dashboard was not published in 2020. The areas of need described in this section are based on SCUSD's 2019 Dashboard results and more recent data (state and local) from 2019-20 and 2020-21. SCUSD's performance on the 2019 Dashboard as well as the district's outcomes on the previous dashboards (2017, 2018) demonstrate that the district needs to improve significantly across multiple dashboard indicators and for many student groups. More recent outcomes from 2019-20 and to-date in 2020-21 reaffirm these needs.

As discussed in the previous section, the implementation of an effective **Multi-Tiered System of Supports (MTSS)** at all school sites was launched in the fall of 2020. The implementation and *sustainability* of an effective MTSS is a major area of need and serves as an overarching theme for the range of improvements needed across the district. Discussed below are improvements needed in the areas of chronic absenteeism, college/career preparedness, suspension, English Languages Arts, and Mathematics. All of these needs are aligned in the fact that they could be best approached through a cohesive and consistent MTSS. As stated by Katie Novack, "We need MTSS in our school(s) so that we can minimize or eliminate barriers and improve student outcomes by designing equitable, tiered, universally designed systems of support to address student's academic, behavioral, and social-emotional needs in ways that are culturally sustaining. It is a system for educating all of our students and educating them completely as a "whole" person." As the district is able to design and provide equitable, tiered, and universally designed systems of support, it is expected that a broad range of students needs can be met. This will support improved outcomes for all students, and in particular those student groups who have continued to experience persistent performance gaps.

### California School Dashboard Results

When the results of the 2019 Dashboard and more recent data from 2019-20 and 2020-21 are reviewed as a whole, some clear trends emerge:

1. Seven student groups often perform below that of the 'All Students' level. Frequently this performance is significantly lower. These groups include English Learners, Students with Disabilities, Foster Youth, Homeless Youth, African American students, American Indian or Alaska Native students, and Native Hawaiian or Pacific Islander students.
2. Two student groups (Socioeconomically Disadvantaged students and Hispanic/Latino students) also demonstrate performance gaps. Their performance is usually below the 'All Students' level, but generally not as disparate as the student groups listed above.
3. Four student groups (Asian students, White students, Filipino students, and students of Two or more races) consistently perform above - and often significantly above - the 'All students' performance level.

Additionally, when the academic performance of the 'English Learner' student group is disaggregated, the performance of English Learner Only students shows a very significant gap from that of Reclassified Fluent English Proficient (RFEP) students.

These trends describe a performance landscape of student groups that exist in three clusters. Most notable is the gap between the cluster that consistently and significantly underperforms across all indicators and the group that consistently - and usually significantly - outperforms across all indicators. This performance embodies the acknowledgement made in the district's Core Value - that our system is inequitable by design - and is visible evidence of the presence of patterns that need to be interrupted. The table below summarizes SCUSD's 2019 Dashboard

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results. In cases where a student group's performance level is two or more levels below that of 'All Students' performance, the result has been shaded. Detailed discussion of each indicator follows the table. This includes additional results from 2019-20 and, where available, to-date 2020-21 data.

*Note: The California School Dashboard uses five 'colors' to represent levels of performance. The lowest level of performance is represented by RED, followed by ORANGE, YELLOW, GREEN, and BLUE as the highest level of performance. A given color is determined based on the student group's outcomes from the most recent year and the change in outcomes from the previous year. This method acknowledges the growth being made by schools and districts for specific student groups, even if their overall outcome is not yet at a 'high' level.*

Student Group	Chronic	Suspension	Graduation Rate	College/ Career	ELA	Math
All Students	ORANGE	YELLOW	YELLOW	YELLOW	YELLOW	ORANGE
English Learners	ORANGE	YELLOW	GREEN	ORANGE	ORANGE	ORANGE
Foster Youth	YELLOW	RED	RED	YELLOW	ORANGE	RED
Homeless Youth	RED	YELLOW	YELLOW	ORANGE	RED	RED
Socioeconomically Disadvantaged	ORANGE	YELLOW	YELLOW	YELLOW	YELLOW	ORANGE
Students with Disabilities	ORANGE	ORANGE	RED	ORANGE	RED	RED
African American	RED	YELLOW	ORANGE	YELLOW	ORANGE	ORANGE
American Indian or Alaska Native	ORANGE	YELLOW	*	*	ORANGE	RED
Asian	ORANGE	GREEN	GREEN	YELLOW	ORANGE	YELLOW
Filipino	ORANGE	GREEN	BLUE	GREEN	GREEN	YELLOW
Hispanic/Latino	ORANGE	ORANGE	ORANGE	YELLOW	YELLOW	ORANGE
Native Hawaiian or Pacific Islander	RED	ORANGE	GREEN	ORANGE	YELLOW	ORANGE
White	GREEN	YELLOW	ORANGE	GREEN	GREEN	GREEN
Two or More Races	YELLOW	YELLOW	GREEN	GREEN	GREEN	GREEN

*\*No performance color is shown because there are less than the minimum reporting size of 30 students in the cohort for this data point.*

Link: [California Department of Education \(CDE\) Dashboard Reporting Site \(SCUSD Student Group Report\)](#)

### ***Intersectionality of Students across Student Groups***

When discussing student group data, it is important to acknowledge the high degree of intersectionality that exists between groups. A student can be *both* an English Learner and have an identified disability. A student can be both Asian *and* Socioeconomically Disadvantaged. Most students are included in multiple groups and focused efforts to support one identified student group can often serve to support others. The table below provides a look at current intersectionality within specific student groups (English Learners, Foster Youth, Homeless Youth, Socioeconomically Disadvantaged students, and Students with Disabilities). The table should be read vertically, with the percentages indicating the proportion of the group at the top of the column that is represented by the group named in each row. For example, 23.6% of Students with Disabilities are also English Learners and 29.5% of Foster Youth are African American. *Note: This does NOT mean that 29.5% of African American students are Foster Youth.*

<b>Student Groups</b>	<b>All Students</b>	<b>English Learners</b>	<b>Foster Youth</b>	<b>Homeless Youth</b>	<b>Socioeconomically Disadvantaged Students</b>	<b>Students with Disabilities</b>
<b>African American</b>	12.8%	0.3%	29.5%	40.4%	15.2%	19.9%
<b>American Indian or Alaska Native</b>	0.5%	0%	1.1%	2.6%	0.5%	0.9%
<b>Asian</b>	18.1%	33.4%	5.5%	4.0%	19.9%	10.7%
<b>Filipino</b>	1.5%	0.8%	0%	0%	1.2%	0.8%
<b>Hispanic</b>	40.1%	56.9%	26.8%	38.2%	44.9%	42.7%
<b>Native Hawaiian or Pacific Islander</b>	2.2%	4.5%	2.2%	1.8%	2.6%	1.4%
<b>White</b>	17.2%	3.6%	25.7%	7.4%	9.5%	16.1%
<b>Two or More Races</b>	7.7%	0.4%	9.3%	5.5%	6.2%	7.5%
<b>English Learners</b>	17.0%		6.6%	4.8%	22.0%	23.6%
<b>Foster Youth</b>	0.5%			TBD	TBD	1.2%
<b>Homeless Youth</b>	0.7%				TBD	1.1%
<b>Socioeconomically Disadvantaged</b>	71.6%					77.3%
<b>Students with Disabilities</b>	15.1%					

\*Enrollment data from [2020-21 California Department of Education DataQuest enrollment report](#)  
(Does not include charter schools)

This intersectionality data provides a picture of who is represented within each student group. For example, while African American students make up 12.8% of non-charter enrollment, they represent 29.5% of Foster Youth, 40.4% of Homeless Youth, 15.2% of Socioeconomically Disadvantaged students, and 19.9% of Students with Disabilities. As programs and actions are implemented for any of these groups, they should also take into account the specific needs of African American students.

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**Chronic Absenteeism**

While examples of progress for Chronic Absenteeism rates were highlighted in the previous section, this is also an area in which significant improvement is needed. The most recent dashboard performance color (ORANGE) for Chronic Absenteeism indicated that significant improvement was needed across the district. Significant performance gaps among student groups on the 2019 Dashboard include:

- Homeless Youth (57.9% rate and 7 increase), African American students (27.6% rate and 0.7 increase), and Native Hawaiian or Pacific Islander students (27.3% rate and 1.8 increase) all received a RED performance level on the 2019 Dashboard. Relative to All Students (14.8% rate, 0.2 increase), these groups were chronically absent at extremely disproportionate levels.
- Additionally, while Foster Youth (30.1% rate, 3.7 decrease) and American Indian or Alaska Native students (25.7% rate, 1.5 decrease) both decreased their Chronic Absenteeism rates enough to yield a YELLOW and ORANGE performance level, their rates were disproportionately high at a level similar to the three groups that were RED.
- All five of the student groups named above continued to have higher rates of chronic absenteeism in 2019-20 as measured up to the time of school closures (March 2020). This included rates that were almost double the 11% rate of all students for Foster Youth (21.4%) and African American students (20.2%) and almost four times as high for Homeless Youth (42.8%).

The effects of the pandemic and experience of students and families during distance learning has further reinforced the disparities in attendance/engagement. More focused efforts are needed to ensure that all students, and especially those students with historically disproportionate rates of chronic absenteeism, are provided the individual, wrap-around supports needed to keep them in school. The connection between attendance and academic performance is well established and improvement in this area will support other efforts to improve academic outcomes. As discussed in the previous section, the Be Here grant program has demonstrated success at those sites where support has been concentrated. Efforts include direct support to site leadership teams to review data and coordinate actions as well as supporting/facilitating improved communication between home and school. These efforts will be continued and expanded with the recent awarding of a renewed grant to fund Be Here activities. The district's implementation of MTSS will also lead to increased coordination of services across school sites, supporting improved attendance and decreased chronic absenteeism.

**College/Career Preparedness**

This is an area in which significant improvement is needed for 'All' students and to address performance gaps for specific student groups. For this indicator, the state did publish the actual rates of preparedness for 2019-20 in the modified 2020 Dashboard, though no performance 'color' was assigned. The percentage of 'All' students that earned 'prepared' in 2019-20 was 41.7%. This was similar to levels in the previous two years and indicates a significant need for improvement given the district's goal that **All** students will graduate college and career ready. Further, unacceptable performance gaps persisted for several student groups. These included six student groups with preparedness levels near or less than half that of all students. These groups included English Learners (18.7%), Homeless Youth (12.3%), Students with Disabilities (8.1%), African American students (20.7%), American Indian or Alaska Native students (20%), and Native Hawaiian or Pacific Islander students (24.6%). Relative to their Asian (56.9%), Filipino (58.1%), White (53.5%) and multi-racial (51.7%) peers, the true gap is revealed to be even larger. The district's efforts to more closely monitor A-G progress, sustain Career and Technical Education (CTE) pathways, increase the number of students earning the State Seal of Biliteracy, and eliminate barriers to Advanced Placement (AP) enrollment and successful exam performance are all actions that seek to improve college and career readiness.

## Graduation Rate

Graduation Rate is another area that is noted for recent progress and is also identified for improvement. Despite the overall progress from 2018-19 to 2019-20 (85.7% to 87.3%), significant improvement is still needed. This is true for ALL students, as the district's goal is for EVERY student to graduate. This is also true for multiple student groups for whom performance gaps persist. In 2019-20, seven student groups had graduation rates 5 percentage points or more below that of 'All students.' These included English Learners (75.8%), Foster Youth (81.3%), Homeless Youth (72.9%), Students with Disabilities (70.4%), African American students (82.4%), American Indian or Alaska Native students (73.3%), and Native Hawaiian or Pacific Islander students (71.9%).

Providing students the necessary progress monitoring to keep them on track for graduation and support when they fall off-track are key focus areas for the district moving forward. An ongoing effort has been the implementation of centralized systems for academic counselors. This includes regular student schedule reviews using UC/CSU 'A-G' counseling benchmarks, use of standard district criteria for enrollment into mathematics and science courses, and implementing standard course placement criteria for English Learners. The Director of Master Scheduling position continues to support the improvement of staffing allocations and alignment of courses across school sites and programs. This helps to ensure that students are enrolled in schedules that not only meet their basic graduation needs, but also prepare them for college and career. It is the district's goal that, as students pursue their UC/CSU coursework, enroll in Career Technical Education (CTE) pathways, challenge themselves with Advanced Placement (AP) coursework, receive appropriate English Language Development (ELD), and receive the specific supports defined by any Individual Education Plan (IEP) or 504 plan, they have complete and unobstructed access to the appropriate courses and a comprehensive system of supports to help them and their families make informed choices and address their individual needs.

## Suspension

While Suspension Rate was highlighted in the previous section for overall progress (a decreasing trend), the significant disparity in Suspension Rates across student groups still requires significant improvement. Cited in multiple iterations of the Capitol of Suspensions Report, the Suspension Rate for African American students has continued to be well above that of all students and other racial/ethnic groups. Students with Disabilities, Homeless Youth, and Foster Youth also have rates significantly higher than that of 'All students.' The data for 2019-20 leading up to school closures is the last reference point that is based on the 'typical' in-person school context. Suspension rates during the remaining months of 2019-20 and 2020-21 are difficult to compare to prior data given the very different environment of distance learning. Suspension Rates for all students and all student groups from August 2019 through February 2020 had declined in comparison to the same time period during 2018-19. However, disparities remained for the identified student groups. 2019-20 mid-year rates for African American students (8.1%), Students with Disabilities (5.6%), Homeless Youth (5.2%), and Foster Youth (9.9%) were all well above the 3.1% rate for 'All' students.

The Capitol of Suspensions report, sponsored by the Community College Equity Assessment Lab (CCEAL) and commissioned by the Greater Sacramento National Association for the Advancement of Colored People (NAACP), has specifically called out SCUSD as a district in which African American students are suspended at rates vastly disproportionate to their peers across the state. Needs identified in the report include



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the development of effective disciplinary/behavior management systems that are not reliant upon suspension, implementation of training on bias and culturally responsive instruction, and implementation of trauma-informed practices.

The ongoing work to address the identified needs has included focused data review of Suspension trends including specific reports on the disproportionality of suspension for African American students. The district's Social Emotional Learning (SEL) and Positive Behavioral Interventions and Supports (PBIS) staff have worked to support the implementation of best practices within classrooms and site-based efforts to implement Restorative Practices/Justice systems. More recently, school administrators and other district leaders have participated in anti-bias/anti-racism training and plans are in development to expand this effort to a wider range of staff. The development of systems to coordinate behavioral intervention and discipline is a key aspect of MTSS implementation. An effective MTSS will include the proactive addressing of identified behavioral needs, development of common language and practices, and holistic reviews that encompass a student's behavioral, academic, social, emotional, and other needs. Site leaders are supported by district leadership to set specific goals within their school plan to improve their school's culture and climate. These goals are set following a needs assessment process and, as appropriate, can include targeted reduction of Suspension and/or Chronic Absenteeism outcomes.

**English Language Arts (ELA) and Math**

Due to the COVID-19 pandemic, state assessments in English Language Arts (ELA), Math, and Science were not administered during 2019-20. The most recent results available (from the 2019 Dashboard) show that the district needs to improve performance for all students and to address very significant performance gaps. While there was some progress made from the 2018 to 2019 Dashboard, the size of the performance gaps remains very large for multiple student groups.

Overall, SCUSD students who participated in the ELA State Assessment (Grades 3-8 and 11) achieved an average score of 21.5 points below the 'Standard Met' level. Student groups with scores significantly below this level included English Learners (-58), Foster Youth (-82.3), Homeless Youth (-88.1), Low Income students (-43.9), Students with Disabilities (-100.5), African American students (-72.5), American Indian or Alaska Native students (-61.2), Hispanic/Latino students (-39.7), Native Hawaiian or Pacific Islander students (-66.1), and English Learner Only students (-100). Note: 'English Learner Only' students represent a subset of the traditional 'English Learner' group that includes Reclassified students. The Reclassified Fluent English Proficient (RFEP) student group averaged 10.6 points *above* the 'Standard Met' level, demonstrating the vast range of performance within the 'English Learner' group.

Results for the Math State Assessment are similar in terms of performance gaps for student groups. Overall, SCUSD students (Grades 3-8 and 11) achieved an average score of -48.8 points below the 'Standard Met' level. The students groups with identified performance gaps for ELA also achieved average scores well below that of 'All' students for Math. This included English Learners (-75.1), Foster Youth (-116.4), Homeless Youth (-122.3), Low Income students (-70.5), Students with Disabilities (-129.1), African American students (-107), American Indian or Alaska Native students (-98.6), Hispanic/Latino students (-69.8), Native Hawaiian or Pacific Islander students (-91.9), and English Learner Only students (-112.5). Similar to the ELA results, the RFEP student group performed well above their English Learner Only peers, averaging 13.9 points below 'Standard Met.'

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More recent results from the District Common Assessments in both Math and ELA reaffirm these as areas requiring significant improvement. On both the beginning-of-year and interim assessments administered in 2020-21, performance (average percentage of correct answers) was near 50% for both Math and ELA, with the highest being 54% on the ELA interim and lowest being 48% on the Math interim. These results, similar to the Dashboard results, included gaps in performance by student group. Taken together with the dashboard results, it is clear that Math and ELA performance need to be significantly improved to ensure that the district can meet the charge stated in its guiding principle – to provide students the greatest number of postsecondary options.

**Assessment of Students Needs**

A significant need on its own is the consistent implementation of common assessments for Math and ELA. Participation rates in 2020-21 on the beginning-of-year and interim assessments were at or near 50% for both Math and ELA. This stems from the lack of a formal agreement on administration of the assessments. Participation rates in 2019-20 were also low, with only 43% of students taking one or more district common assessments in ELA and only 53% taking one or more in Math. The consistent implementation and use of common district assessments will allow for improved identification of specific student learning needs. This will enable schools and educators to more appropriately differentiate core instruction (Tier 1) and connect students to needed interventions (Tier 2 and/or 3 support). The ongoing use of assessments will also allow for the monitoring of progress following interventions/instruction and regular refinement of the approach for individual students based upon their needs.

This regular progress monitoring to identify and meet individual student needs is a core aspect of a functional Multi-Tiered System of Supports (MTSS). Within such a system, existing resources and supports at school sites can be used in ways that are more efficient and provide the most return on investment - both time and money - for those students who demonstrate the most urgent needs. Given SCUSD's current fiscal challenges, the efficient and effective use of existing resources is critical to the district's ability to continuously improve.

The Curriculum and Instruction (C&I) team is also aligning site efforts around key instructional practices that are common to all content areas. To support improved student outcomes and focus site planning efforts, C&I is recommending that sites focus on the following instructional practices to provide universal access to all students:

1. Student academic discourse – student-to-student discourse (verbal or in writing) that is focused on the academic task and uses academic vocabulary.
2. Rigorous academic tasks – grade level appropriate tasks that are of high interest and challenge students to think, perform, and grow to a level they were not at previously.
3. Formative assessment practices – regular assessments during the course of instruction that help students to understand where they are in relation to the learning goal and help teachers adjust instruction to support student learning

An overarching focus that unifies these is Academic Language Development for all students. The C&I team has identified the need to align efforts across content areas to address the academic needs observed. This includes emphasis on reading, writing, listening, and speaking across all content areas – including Math and Science.

## Additional Supports

On the Dashboard, the performance of three student groups over time - Students with Disabilities, Foster Youth, and Homeless Youth - has resulted in the district's identification by the state for additional support. This has included annual identification for Differentiated Assistance provided by the Sacramento County Office of Education (SCOE). As a result of persistent performance issues for these students groups over several years, the district became eligible in fall 2019 for Systemic Instructional Review (SIR) support from the California Collaborative for Education Excellence (CCEE). Below is a summary of the indicators in which these three student groups have not met performance standards from 2017-2019:

### Students with Disabilities

- 2017 Dashboard: ELA, Math, Graduation, and Suspension
- 2018 Dashboard: ELA, Math, Graduation, and College/Career
- 2019 Dashboard: ELA, Math, and Graduation

### Foster Youth

- 2017 Dashboard: ELA, Math, Graduation, and Suspension
- 2018 Dashboard: ELA, Math, Chronic Absenteeism, Suspension, and College/Career
- 2019 Dashboard: ELA, Math, Graduation, and Suspension

### Homeless Youth

- 2017 Dashboard: ELA, Math, and Suspension
- 2018 Dashboard: Chronic Absenteeism and Suspension
- 2019 Dashboard: ELA, Math, and Chronic Absenteeism

To address these persistent and significant gaps, the district will continue to implement specific supports for all three populations through the efforts of departments/programs including Foster Youth Services, Homeless Youth Services, and the Special Education Department. Equally as important, staff will collaborate with colleagues across the system – in other departments and with general education – to break down silos and ensure that support is provided to these students broadly. The implementation of an effective MTSS will integrate the academic, behavioral, and social-emotional instruction and intervention supports into a tiered system so that they can best be matched to student needs. This integration will be supported by a data-based decision-making process that includes regular review of student outcome data to assess needs and identification of the appropriate services and supports to meet those needs.

Implementation of an effective Multi-Tiered System of Supports will improve outcomes for ALL students - something that SCUSD does need - but will particularly benefit those students who have historically lacked the necessary supports to achieve at their highest potential. Students with Disabilities, Foster Youth, Homeless Youth, African American students, American Indian or Alaska Native students, Native Hawaiian or Pacific Islander students, and English Learners have been impacted the most by the fundamental system inequities acknowledged in our

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district's core value. School site and district staff will be receiving the training, tools, and supports needed to better understand, identify, and meet the individual needs of all students - and specifically those student groups who have continuously demonstrated the most critical and urgent needs.

In the Systemic Instructional Review (SIR) findings, the California Collaborative for Education Excellence (CCEE) staff identified a range of additional needs that, when addressed, will support improved outcomes for students. Overarching areas of improvement that were noted in the summary of findings include:

- The need to nurture strong, collaborative, and productive relationships between management and labor
- Agreement on the implementation of assessment and professional development
- Increased collaboration, definition of roles/responsibilities, and performance expectations within and across departments
- Integration of continuous improvement into the daily work of individuals throughout the system
- Consistency in how data is used, decisions are made, and departments are accountable to support the vision and mission of the district
- Collective accountability for teaching and learning goals and priorities that will result in improved student outcomes

The SIR identified some key opportunities in the district that can be used to address the identified needs. These include:

- An existing vision of equity and continuous improvement provides the opportunity to create coherent understanding and implementation strategies across the district to better support the whole child/student needs
- The School Plan for Student Achievement (SPSA) process can be used to develop school goals and expectations linked to specific measures to monitor progress
- The district's implementation of the Multi-Tiered System of Supports (MTSS) and Universal Design for Learning (UDL) provides the opportunity to create and articulate an instructional vision, framework, priorities, and goals

## LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

A key feature of this year's LCAP is its grounding in the district's core value and overarching Equity, Access, and Social Justice Guiding Principle. The recognition of the fundamental inequities in our system and the need to confront and interrupt inequities to level the playing field are key elements of multiple LCAP goals. The vision that all students will graduate with multiple postsecondary choices from a wide array of options is a key driver across the new LCAP goals.

The revised goal structure reflects the district's alignment to a Multi-Tiered System of Supports (MTSS) framework. Goals 2 and 3 reflect the prioritization of effective Tier 1, 2 and 3 programs and a focus goal (Goal 6) is dedicated to the capacity building/training necessary to effectively install an MTSS. Following is a brief overview of the new LCAP goals and examples of key actions and metrics that are aligned to each:

LCAP Goal	Examples of Actions	Examples of Metrics
<p><b>Goal 1: College and Career Readiness</b></p> <p>100% of SCUSD students will graduate college and career ready with a wide array of postsecondary options and a clear postsecondary plan. Growth in Graduation Rate and College/Career Readiness will be accelerated for Students with Disabilities, English Learners, African American students, American Indian or Alaska Native students, Native Hawaiian or Pacific Islander students, Foster Youth, Homeless Youth, and other student groups with gaps in outcomes until gaps are eliminated.</p>	<ul style="list-style-type: none"> <li>• Sustain and expand Career and Technical Education (CTE) pathways and programs</li> <li>• Provide Academic and Career Counseling</li> <li>• Accelerate progress toward graduation through Credit Recovery Programming (Central and site-based)</li> <li>• Maintain funding for AP/IB/SAT exam fees</li> <li>• Provide additional support for International Baccalaureate (IB) program</li> </ul>	<ul style="list-style-type: none"> <li>• Graduation Rate</li> <li>• College/Career Preparedness</li> <li>• UC/CSU 'A-G' completion</li> <li>• CTE Pathway enrollment/completion</li> <li>• Certificates of Completion earned</li> <li>• State Seal of Biliteracy</li> <li>• On-track graduation and on-track UC/CSU 'A-G' status</li> </ul>
<p>This goal closely aligns to the district's Equity, Access, and Social Justice Guiding Principle:  <i>All students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options.</i></p>		

LCAP Goal	Examples of Actions	Examples of Metrics
<p><b>Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students</b></p> <p>Provide every SCUSD student an educational program with standards-aligned instruction, fidelity to district programs and practices, and robust,</p>	<ul style="list-style-type: none"> <li>• Provide Professional Development to support implementation of state standards</li> <li>• Expand access to Gifted and Talented Education (GATE) and Advanced Placement programs so that enrollment reflects district demographics</li> </ul>	<ul style="list-style-type: none"> <li>• State Math, English Language Arts (ELA), and Science Assessments</li> <li>• English Learner Progress and Reclassification Rate</li> </ul>

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<p>rigorous learning experiences inside and outside the classroom so that all students can meet or exceed state standards.</p>	<ul style="list-style-type: none"> <li>• Maintain Early Childhood Education opportunities (preschool and early Kindergarten)</li> <li>• Provide English Learners Integrated and Designated English Language Development (ELD) and develop an English Learner Master Plan</li> <li>• Offer a range of Expanded Learning Programs to enhance students learning experiences inside and outside of the classroom</li> </ul>	<ul style="list-style-type: none"> <li>• GATE demographics (identification and enrollment)</li> <li>• Advanced Placement (AP) Enrollment and Exam Performance</li> <li>• District Common Assessments in Math and English Language Arts</li> </ul>
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This goal aligns to the district’s commitment to implement an effective Multi-Tiered System of Supports (MTSS) framework and focuses on the provision of a coherent and consistent Tier 1 instructional program.

LCAP Goal	Examples of Actions	Examples of Metrics
<p><b>Goal 3: Integrated Supports</b></p> <p>Provide every student the specific academic, behavioral, social-emotional, and mental and physical health supports to meet their individual needs - especially English Learners, Students with Disabilities, Foster Youth, Homeless Youth, African American students, American Indian or Alaska Native students, Native Hawaiian or Pacific Islander students, and other student groups whose outcomes indicate the greatest need – so that all students can remain fully engaged in school and access core instruction.</p>	<ul style="list-style-type: none"> <li>• Maintain and expand services specific to Foster and Homeless Youth</li> <li>• Provide individualized supports to students with disabilities (Instructional Assistants)</li> <li>• Provide intervention and supports for English Learners</li> <li>• Address the unique needs of American Indian and Alaska Native students through the American Indian Education Program</li> <li>• Provide direct Health Services through the efforts of School Nurses</li> <li>• Reduce Chronic Absenteeism through direct supports to sites (Be Here Initiative)</li> <li>• Provide a range of integrated supports to students and families through site-based Student Support Centers and the central Connect Center</li> </ul>	<ul style="list-style-type: none"> <li>• Attendance Rate</li> <li>• Chronic Absenteeism Rate</li> <li>• Attendance and Chronic Absenteeism interventions</li> <li>• Provision of responsive student support services</li> <li>• High School drop-out rate</li> <li>• Middle School drop-out rate</li> </ul>

This goal aligns to the district’s commitment to implement an effective Multi-Tiered System of Supports (MTSS) framework and focuses on the provision of Tier 2 and 3 supports to students based on assessed need.

LCAP Goal	Examples of Actions	Examples of Metrics
<p><b>Goal 4: Culture and Climate - Dismantling Systems</b></p> <p>School and classroom learning environments will become safer, more inclusive, and more culturally</p>	<ul style="list-style-type: none"> <li>• Integrate Social Emotional Learning (SEL) into school and classroom instruction and practices</li> <li>• Promote positive school climate through Positive Behavioral Intervention and Supports (PBIS)</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension Rate</li> <li>• Expulsion Rate</li> <li>• Perception of safety and belongingness (School Climate Survey results)</li> </ul>

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<p>competent through the active dismantling of inequitable and discriminatory systems affecting BIPOC students, Students with Disabilities, English Learners, Foster Youth, and Homeless Youth.</p>	<ul style="list-style-type: none"> <li>• Prevent and Address Bullying through training, intervention, and response</li> <li>• Build anti-racist capacity and common staff understanding of systemic racism through Anti-bias/Anti-racism training</li> </ul>	
<p>This goal aligns to the district's Core Value and acknowledges the need to dismantle (confront and interrupt) inequitable and discriminatory systems.</p> <p><b>SCUSD Core Value:</b> <i>We recognize that our system is inequitable by design and we vigilantly work to confront and interrupt inequities that exist to level the playing field and provide opportunities for everyone to learn, grow, and reach their greatness.</i></p>		

LCAP Goal	Examples of Actions	Examples of Metrics
<p><b>Goal 5: Engagement/ Empowerment</b></p> <p>Parents, families, community stakeholders, and students will be engaged and empowered as partners in teaching and learning through effective communication, capacity building, and collaborative decision-making.</p>	<ul style="list-style-type: none"> <li>• Develop and offer capacity-building opportunities through the District Parent Resource Center</li> <li>• Build relationships between home and school through Parent Teacher Home Visits (PTHVs)</li> <li>• Provide information to parents in home languages through Translation and Interpretation services</li> <li>• Engage family members as partners in through Family Communication Tools</li> <li>• Promote student voice, advocacy, and action through the Student Advisory Council</li> </ul>	<ul style="list-style-type: none"> <li>• Number of Parent Teacher Home Visits</li> <li>• Participation/attendance in key district committees (DELAC, CAC)</li> <li>• Participation/attendance in Parent Leadership Pathway Workshops</li> </ul>
<p>This goal builds upon the district's former LCAP goal with the addition of students as a named group and identification of key activities that will lead to increased engagement and empowerment.</p>		

LCAP Goal	Examples of Actions	Examples of Metrics
<p><b>Goal 6: Implementation of MTSS/DBDM</b></p> <p>Provide all school sites three-years of training, coaching, and ongoing support to implement an effective Multi-Tiered System of Supports (MTSS). Training will be completed and all district sites should be conducting business and serving students using an MTSS framework by 2024-25. Progress will be measured with the Self-Assessment of MTSS (SAM) Implementation tool in</p>	<ul style="list-style-type: none"> <li>• Sustain leadership to coordinate implementation activities</li> <li>• Provide professional learning for school site leadership teams</li> <li>• Develop and provide ongoing support for sites to maintain effective implementation</li> </ul>	<ul style="list-style-type: none"> <li>• Self-Assessment of MTSS (SAM) Implementation Tool</li> <li>• Implementation of regular MTSS team meetings</li> <li>• Implementation of regular use of site-determined data sources</li> </ul>

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<p>addition to external indicators of site fidelity including: (a) holding MTSS team meetings regularly, (b) engaging in data based practices to assess need and progress monitor and (c) providing differentiated tiered interventions as evidenced by twice-yearly report outs of challenges/successes by each site leader.</p>		
<p>This goal is specific to the Multi-Tiered System of Supports (MTSS) training model that will build the capacity of site leadership teams to implement effective MTSSs at all SCUSD schools. Note: the district is using 'Data-based Decision-Making (DBDM)' as another name for the MTSS efforts in progress.</p>		

LCAP Goal	Examples of Actions	Examples of Metrics
<p><b>Goal 7: Update the District Graduate Profile</b></p> <p>SCUSD will revisit and revise the District Graduate Profile (Previously adopted in 2014) so that it accurately reflects the current priorities of stakeholders and adopt the updated version by the end of 2021-22. School sites will be provided support to align their instructional priorities and goals to the revised Graduate Profile so that all sites demonstrate evidence of alignment in their school plans by 2023-24.</p>	<ul style="list-style-type: none"> <li>• Revise the existing graduate profile and successfully adopt the revised version at the board level</li> <li>• Develop a plan to implement the revised graduate profile</li> <li>• Build awareness of the new graduate profile through effective communication strategies</li> <li>• Support secondary school sites in developing and implementing Defense of Learning practices that are fully aligned to the revised graduate profile</li> </ul>	<ul style="list-style-type: none"> <li>• Documentation of stakeholder convening</li> <li>• Board Adoption of Revised Graduate Profile</li> <li>• Awareness of Graduate Profile</li> <li>• Evidence of School Plan Alignment</li> </ul>
<p>This goal aligns with the stakeholder and district interest in establishing more coherence around a common vision of instruction and desired student outcomes.</p>		

LCAP Goal	Examples of Actions	Examples of Metrics
<p><b>Goal 8: Basic Services and Districtwide Operations/Supports</b></p> <p>SCUSD will maintain sufficient instructional materials, safe and clean facilities, core classroom staffing, and other basic conditions necessary to support the effective implementation of actions across all LCAP goals.</p>	<ul style="list-style-type: none"> <li>• Maintain sufficient facilities staffing and operations</li> <li>• Ensure access to all board-adopted instructional materials</li> <li>• Maintain base classroom staffing to deliver core instructional program</li> <li>• Provide support to new teacher so they can complete credentialing requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Facilities Condition</li> <li>• Instructional Materials Sufficiency</li> <li>• Teacher Credentialing and Assignment</li> </ul>



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This goal identifies the core services necessary for maintaining basic learning conditions. The actions within this goal are foundational to the district's ability to achieve all other LCAP goals.

Another area of this year's LCAP to highlight is the increased disaggregation of data. Baseline data and target outcomes have been disaggregated - where applicable - so that the district can clearly articulate the expectation that performance gaps close over time. Transparently showing the gaps that exist is an important part of acknowledging the inequities in the district's current system. Following this acknowledgement, the district has committed to targets that require accelerated growth to close the gaps.

This year's LCAP also includes more detailed actions specific to English Learners and Students with Disabilities. This is part of an ongoing effort to more fully articulate the efforts occurring in the district on behalf of these student groups. This effort will continue in the years ahead and additional alignment will occur as the English Learner Master Plan is updated and ongoing collaboration with Special Education occurs.

The Stakeholder Engagement section highlights the major recommendations that emerged across stakeholders groups. It also includes links to additional documents that provide expanded detail beyond what is included within this plan document. The impact of stakeholder engagement on the 2021-22 LCAP has been substantial, with input playing a major role in driving goal development and reframing multiple metrics.

SCUSD is also committed to maintaining the level of fiscal transparency valued by the district's stakeholders. This includes continuing the practice of specifically reporting the allocations by action within the Supplemental and Concentration grant funding resource. The SCUSD stakeholder community has a particular interest in this level of detail. While the state's focus on how actions are increasing/improving services for unduplicated pupils (regardless of resource) is acknowledged, the district will continue to provide Supplemental and Concentration grant details in addition to the reporting required by the Expenditure Summary Tables in the new LCAP template.

Overall, SCUSD's 2020-21 LCAP outlines the target outcomes, projected expenditures, and actions/services to be implemented in order to achieve the stated goals. The following table briefly summarizes the alignment of SCUSD's LCAP goals to the California Dashboard State and Local Indicators and the LCFF State Priorities.

Indicator Type	California Dashboard Indicator	State Priority	LCAP Goal
Local	Basic Conditions	1: Basic Services	8
Local	Implementation of Academic Standards	2: CCSS Implementation	2
Local	Parent and Family Engagement	3: Parent Engagement	5
State	English Learner Progress	4: Pupil Achievement	2

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State	Academics		2, 3
State	Graduation Rate	5: Pupil Engagement	1
State	Chronic Absenteeism		2,3
State	Suspension Rate	6: School Climate	4
Local	School Climate		4
State	Access to a Broad Course of Study	7: Course Access	1, 2
Local	College and Career	8: Pupil Outcomes	1

This LCAP represents the district's vision for the next three years to continue its efforts to level the playing field and provide opportunities for all students to learn, grow, and reach their greatness so that they can graduate with the greatest number of postsecondary choices from the widest array of options. To make progress towards this vision laid out in the core value and guiding principle, the district is committed to the deep and complex work of changing systems. The most important example of systems change that will occur over the next three years is the implementation of a Multi-Tiered System of Supports (MTSS) mentioned throughout this plan summary. MTSS is featured prominently in this LCAP because it is the foundation of the district's efforts to improve outcomes for all students and address performance gaps for student groups. The improvements in data-based decision making and resource allocation within an effective MTSS will also help the district continue to improve student outcomes as it navigates a path through fiscal challenges. And a cohesive, consistent approach to providing tiered supports based upon assessed needs will allow the district to measure and address learning loss in the years following the COVID-19 pandemic and time of school closures.

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## Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

### Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

The schools in SCUSD that were identified for Comprehensive Support and Improvement (CSI) based upon their performance on the 2019 Dashboard are listed below. Due to the COVID-19 pandemic and lack of performance results on the 2020 Dashboard, schools maintained their eligibility as determined by the 2019 Dashboard.

Graduation Rate average is less than 68% over two years

- American Legion High School
- Capital City Independent Study

Low-Performing Criteria

- A.M. Winn Waldorf-Inspired (Five or more indicators where the majority are RED)
- Caroline Wenzel Elementary (Five or more indicators where the majority are RED)
- Ethel I. Baker Elementary (All RED and ORANGE indicators)
- Hiram Johnson High School (Five or more indicators where the majority are RED)
- Isador Cohen Elementary (All RED and ORANGE indicators)
- John Bidwell Elementary (All RED and ORANGE indicators)
- John Morse Therapeutic Center (All RED Indicators)
- Pacific Elementary (All RED and ORANGE indicators)
- Rosa Parks K-8 (All RED and ORANGE indicators)
- Will C. Wood Middle School (All RED and ORANGE indicators)

### Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

SCUSD's provides multiple layers of support for school sites to engage in a Cycle of Continuous Improvement (CCI). These include tools that scaffold the needs assessment, goal setting, implementation, and resource allocation processes. Instructional Assistant Superintendents incorporate significant time to support these processes in monthly principal meetings and in their one-on-one support to site leadership. Additional district staff provide support through review of school plan content and through individual consultations with leaders on an as-needed basis.

In past years, principals have utilized an online Continuous Improvement tool to guide their CSI (and overall School Plan for Student Achievement (SPSA)) process. This tool engaged leaders in a scaffolded process to build capacity in the following areas. Assistance for

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these elements remains available through the support provided by Instructional Assistant Superintendents and Continuous Improvement and Accountability staff. This includes support from the Research and Strategy team to conduct data analysis using the districts various reporting systems.

- Causal System Analysis/Needs Assessment – Identification of specific gaps in achievement/outcomes, discussion of rationale for selecting specific areas of focus.
- Problem Statement Formation – Definition of problem to be addressed including target student group(s) and measurable outcome with baseline data
- Use of Fishbone Diagrams – Articulation of Root Causes, contributing factors, and selection of the highest priority root cause. This is a key step in which resource inequities can be identified and placed in the larger context of the problem statement. These resource inequities can then be articulated into the subsequent driver diagram and specific actions to address them included as change ideas.
- Development of Driver Diagram – Documentation of change ideas/interventions, secondary drivers, primary drivers, and articulation of an aim statement. Aim statement answers the questions: What will improve? By how much will it improve? For whom will it improve? By when will it improve?
- Plan to Operationalize the Highest Priority Change Idea – Outline of specific actions to be taken in order to implement the change idea(s), responsible parties, target completion date, and milestones towards completion
- Identification of Measurable Outcomes – Specific articulation of metrics to be used to evaluate effectiveness, baseline status, and expected outcomes

Sites are encouraged to review their overall performance by dashboard area (Chronic Absenteeism, Suspension Rate, ELA/Math, English Learner Progress, Graduation Rate, and College/Career) and select those areas of greatest need. With the absence of 2020 Dashboard data, sites were provided with support to consider what other state and local data they might consider in their needs assessment and goal-setting processes.

Sites were also provided with additional resources to support their planning:

- Crosswalk of alignment between required CSI elements and the district SPSA template
- Example responses for CSI-specific prompts
- List of questions to support reflection and identification of resource inequities (adapted from LACOE tool)

Upon confirmation of eligibility, sites were notified and provided a detailed overview of the process, requirements, eligibility, allowable expenditures, and exemplar content.

To provide additional and more individualized support, district staff hosted a series of office hours specific to supporting the CSI and aligned School Plan for Student Achievement (SPSA) process. These occurred over three weeks in the spring and offered sites the opportunity to engage with peers and staff in the following:

- Review CSI requirements and eligibility criteria
- Requirements for SPSA planning and LCAP alignment
- Support for needs assessment and resource inequity identification
- Identification of effective strategies and supports

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- Support for goal setting and identification of appropriate measurable outcomes
- Assistance with funding allocations and appropriate use of targeted funding resources
- Guidance for engaging stakeholders and requirements for plan approval

Site principals have ongoing access to support from their Instructional Assistant Superintendents through regular principal professional learning sessions, one-on-one check-ins, and additional individual support as needed. Site principals also have ongoing access to support from the Continuous Improvement and Accountability team, which includes State and Federal Programs and Research and Strategy, departmental staff from Academics, Student Support and Health Services, and more.

The School Site Council (SSC) is the body primarily responsible for developing their respective site's CSI plan. This group, with the guidance of the principal with the support of district staff works to conduct a needs assessment, identify resource inequities, and determine what evidence-based interventions to implement. This process is supported by broader stakeholder feedback at the district level that involve students, staff, and parents/guardians. Examples include the annual School Climate Survey, student engagement surveys, the annual Local Control and Accountability Plan engagement process, and targeted surveys. These sources of stakeholder feedback help sites to better understand the specific needs of their community. The School Climate Survey provides sites an overall and disaggregated view of their community's sense of belongingness/connectedness and safety. Student engagement surveys help sites to understand the overall level of engagement of their students while also identifying and responding to specific student needs. Results such as these allow sites to identify specific areas in which all students need additional support as well as instances in which significant gaps are indicated in student experiences and/or performance. This informs more targeted planning and implementation of actions/services to improve the performance of the student group(s) for which the site has been identified for CSI.

## Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

In the 2020-21 school year SCUSD continued to use a SPSA Mid-Year review tool to support sites in monitoring and evaluating the effectiveness of their site plans. The required reflection upon student outcome data, identified successes, revealed gaps, and implementation challenges will all support the ongoing development and refinement of CSI plans.

In the Mid-Year review, schools are required to:

Describe the overall implementation of the strategies/activities and the overall effectiveness to achieve the articulated goal

- Restate the expected outcome of the strategy in terms of student achievement
- Detail the specific actions taken to date
- Describe current progress in achieving the expected outcomes as a result of implementing the strategy
- Detail how identified student groups were impacted by the strategy

Describe the level of implementation

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- Detail any major differences between the intended implementation and/or the budgeted expenditures to achieve the articulated goal

Describe any changes that will be made to the annual outcomes, metrics, or strategies/activities to achieve the goal as a result of the mid-year reflection

Guidance provided to principals/school sites at the outset of the year includes the expectation that sites are regularly monitoring the plans outlined in the SPSA. This includes specific review of their goals, strategies, and outcomes as part of the mid-year review process as well as continued monitoring to inform any revisions based on identified needs. Guidance also includes direction to review their plan for alignment to district LCAP goals.

Staff from the Continuous Improvement and Accountability department will continue to work in partnership with Instructional Assistant Superintendents and the Academic Office to directly support, monitor, and evaluate the plans of CSI schools. Quality SPSA goal setting and plan implementation is a key focus of the district and is viewed as a key lever to improving outcomes for all students, and in particular those students who have historically performed disproportionately below their peers.

## Stakeholder Engagement

A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.

The annual and ongoing engagement of stakeholders is a key part of SCUSD's LCAP development process. It is important that the goals, actions, expenditures, metrics, and targets within the LCAP are informed by the voices of students, families, staff, and community members. The stakeholder engagement process for the 2021-22 to 2023-24 LCAP was unique in terms of timeline and scope as it built upon the engagement process for the 2020-21 Learning Continuity and Attendance Plan. As detailed in SCUSD's adopted Learning Continuity and Attendance Plan, a range of stakeholder engagement activities occurred throughout June-September 2020. These included listening sessions, meetings with district committees/groups, district surveys, a virtual town hall, public comment on the posted draft, and public comment at the public hearing and related board presentations. The engagement during this process was foundational to the 2021-22 LCAP as many of the priorities and recommendations raised during that process translated directly or supported stakeholder input during the remainder of the 2020-21 year.

Extending from the Learning Continuity and Attendance Plan engagement process, stakeholder engagement for the 2021-22 LCAP continued throughout 2020-21. The process included engagement with district committees/groups in their established meetings and special meetings, engagement with the board, stakeholder surveys, community listening sessions, meetings with district staff, opportunity to comment on the draft, and a public hearing. A key feature of engagement during 2020-21 was the sharing of key stakeholder recommendations earlier in the year to inform board and staff planning. During 2019-20 engagement, the LCAP Parent Advisory Committee (PAC) set an internal goal to advance initial recommendations earlier in the school year. This goal was achieved as the PAC provided initial recommendations to the board in December 2020 in the form of a Board Communication. The LCAP PAC later had the opportunity to present these recommendations to the board in February 2021. At this same meeting, members of the Student Advisory Council (SAC) presented their key recommendations to the board. To provide adequate time for consideration, the board scheduled a special meeting on 3.11.21 to engage directly with members of the PAC and SAC. This meeting also included a presentation by a representative from the California School Boards Association (CSBA) to discuss the role of the board with regard to the LCAP.

Building upon this priority to share stakeholder recommendations earlier, a summary of recommendations across key stakeholder committees/groups was provided to district leadership in early April. These were shared with executive cabinet, departmental leadership, and the representative stakeholder groups. As in previous years, a summary of stakeholder input was presented to the board in late May.

The district's key stakeholder groups play a critical role in representing different parts of the SCUSD community. Key activities of groups during this year's engagement process included:

- **African American Advisory Board (AAAB):** The AAAB meets monthly to advise the board, superintendent, and relevant district staff regarding accountability of services, programs, policies, and resources that directly impact the district/school culture and climate of classrooms and the academic, social/emotional, and personal outcomes for Black/African American students. The AAAB also reviews, monitors and evaluates the continuous improvement of the district's implementation of the board-adopted Black/African American Task Force recommendations. LCAP-specific meetings were held with the AAAB on 12.2.20, 3.17.21, and 5.12.21.

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- American Indian Education Program Parent Committee (AIEP PC): The AIEP PC meets monthly to advise, advocate for, and approve programs allocated for American Indian and Alaska Native students and families. An LCAP-specific session was held with the AIEP PC on 3.25.21.
- Community Advisory Committee (CAC): The CAC meets monthly and acts in an advisory capacity to the Special Education Local Plan Area (SELPA) and supports individuals with exceptional needs and their families. LCAP-specific meetings were held with the CAC on 9.15.20, 12.2.20, and 3.2.21.
- District English Learner Advisory Committee (DELAC): The DELAC meets regularly to advise district officials on English Learner programs and services with the overall goal of helping English Learners attain English proficiency and achieve academic success. LCAP-specific meetings were held with the full DELAC on 10.6.20, 2.24.21, and 4.14.21. Additional input was provided by DELAC leadership in meetings on 3.19.21 and 3.25.21.
- LCAP Parent Advisory Committee (PAC): The LCAP PAC meets monthly to receive information that helps them to understand student needs and how those needs are addressed by the goals, actions, services, and expenditures contained in the LCAP. The LCAP met monthly throughout 2020-21 beginning on 8.3.20 with an additional full meeting in both August 2020 and April 2021. Beginning in October 2020, the LCAP also held 'small group meetings' between each full meeting to debrief the previous meeting and plan for the following meeting. There were 1-2 of these small group meetings held between each full meeting. Additional meetings were held to prepare for board presentations and during the summer to allow members to provide individual input.
- Student Advisory Council (SAC): SAC meets weekly to develop policy initiatives, meet with district staff and committees, and work to ensure that all student voices are represented. LCAP-specific meetings were held with SAC on 11.18.20, 2.3.21, and 2.10.21.

Additionally, student in the Sacramento Area Youth Speaks (SAYS) program at Luther Burbank High School developed a set of recommendations for the 2021-24 LCAP.

Presentations to the board that provided opportunities for board member input and public comment included:

- LCAP Mid-Year Update and Initial Presentation of LCAP PAC and SAC recommendations (2.18.21)
- Follow-up Presentation of LCAP PAC and SAC recommendations (3.4.21)
- Special Board Meeting to discuss stakeholder recommendations (3.11.21)
- Presentation of LCAP Draft (5.6.21)
- Summary of Stakeholder Input (5.20.21)
- LCAP Public Hearing (6.10.21)

Several surveys were administered throughout the year to gather additional input from stakeholders. These included:

- Fall 2020 School Climate Survey (Students only)
- Spring 2021 School Climate Survey in March-April 2021 (Students, Staff, and Families)



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- LCAP Stakeholder Survey in April-May 2021 (Students, Staff, Families, and Community Members) – also included questions specific to the Expanded Learning Opportunities process. Surveys were available in Spanish, Hmong, Chinese, and Vietnamese. Participants were able to complete the survey online (google forms) or via a hard copy picked up from their school site or the district office.

A series of five listening sessions were held in April and May 2021 and were open to all students, staff, parents/caregivers, and community members. These provided a brief overview of the LCAP and provided attendees opportunity to share their input on how to best support students with the highest needs. Participants were invited to share what they thought was working and should be continued/expanded, what was missing and where improvements were needed, and what they felt was needed most with regard to learning recovery in the summer of 2021 and 2020-21 school year. Simultaneous interpretation was provided in Spanish, Hmong, Chinese, Vietnamese, and Russian. All sessions were held via zoom and were open to the public.

LCAP draft materials and resources were provided to bargaining group leadership via Human Resources staff along with an invitation to schedule specific engagement meetings.

In May 2021, a draft of the LCAP was posted online for general public input.

#### A summary of the feedback provided by specific stakeholder groups.

Overall, the feedback provided by stakeholder groups reaffirmed and built upon many of the key priorities communicated in past input and the more recent Learning Continuity and Attendance Plan process. The following summary outlines the overarching themes that emerged across various input strands, specific recommendations and priorities that emerged within LCAP goal areas, and provides links to additional and more detailed stakeholder feedback documents.

### Overarching Themes

#### Effective Implementation of a Multi-tiered System of Supports (MTSS)

A leading theme that echoed across stakeholder input was the importance of implementing and sustaining an effective Multi-Tiered System of Supports (MTSS) districtwide and at each school site. This input area strongly informs many, if not most, of the other overarching themes and key recommendations. Key aspects of MTSS include a coherent and consistent Tier 1 (foundational) program, providing responsive services to students based on identified need (including individualized supports and reading supports), implementing systems that improve the culture and climate of schools and classrooms, equitable allocation of resources using data-based decision making, and monitoring the effectiveness of actions to determine what is working and what needs to be changed.

### **Individualized Supports Based on Identified Student Needs**

A theme across stakeholder group input was the need for more individualized supports for students with a particular focus on those students with the highest needs. A recurring recommendation was that individualized learning plans be developed for unduplicated students (English Learners, Foster Youth, Homeless Youth, and socioeconomically disadvantaged students), African American students, and other student groups with demonstrated needs. Related recommendations include the assignment of specific liaisons to provide a 1 to 1 source of support and advisory periods to provide each student a 1 to 1 teacher/staff connection for social and emotional as well as academic support. Stakeholders emphasized the importance of effective assessment systems to ensure that student needs can be appropriately identified.

### **Focus on the Primary Grades**

Feedback across stakeholder groups emphasized the need for a strategic focus on the elementary grades in a number of areas. A recurring strand of feedback indicated the importance of college and career readiness efforts at the elementary grade level. Stakeholders affirmed the need for families and students to have an understanding of PreK-College pathways early on and to have support in developing a clear plan for PreK-12 and beyond, including postsecondary goals. A focus on early literacy as a foundational requirement for later academic success was also a recurring theme. Specific stakeholder feedback pointed to the need for a focus on reading proficiency by the 3rd grade as a key indicator for the district. Similarly, feedback reiterated the importance of supporting English Learners to make clear progress towards fluency and ultimate reclassification in the early grades. Stakeholders also emphasized the need for clear progress monitoring and responsive intervention/supports in early elementary to address any gaps as soon as they are identified. Additional feedback specified the importance of curriculum and instruction for dyslexia intervention, students with learning disabilities in reading, and all struggling readers.

### **Increased Mental Health Supports**

While this theme was present in previous LCAP input processes, it was significantly amplified during the input provided through the Learning Continuity Plan process, current LCAP engagement, and in recent input supporting learning recovery planning. Stakeholders have emphasized the need for more awareness, regular check-ins and monitoring of student needs, and provision of tiered supports to address mental health. Specific feedback examples include the call for more social workers, mental health counseling at school sites, student support centers at all school sites, and the development of courses/curricula to provide students direct access to education about their own mental health. Stakeholders have reiterated the importance of addressing mental health (including the effects of trauma) so that students can fully access any academic supports to be provided and fully engage in the process of learning.

### **Improvement of School and Classroom Culture and Climate**

Across stakeholder groups, the importance of improving school and classroom culture and climate emerged as a theme. This manifested in recommendations for multiple types of professional development including Social Emotional Learning, anti-bias and anti-racist training. Stakeholders reiterated the need for a continued focus on disproportionate suspension rates, in particular the disproportionate rates of suspension for African American students, Students with Disabilities, Foster Youth, and Homeless Youth. Also noted in feedback was the

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impact of curriculum on culture and climate. Specific examples included the stated need for curricular materials that are reflective of the Black/African American experience, expand awareness of and increase partnership with tribal educators to provide instruction about the American Indian and Alaska Native experience, provision of materials that support and value home languages, and consistency in providing instruction that is culturally relevant and historically accurate.

**Coherence and Consistency Across Schools and Programs**

An overarching theme that overlaps with many other priorities was stakeholders' call for coherence and consistency in the district's Tier 1 program. Stakeholders emphasized the fact that it should not matter where a student lives, whether they have opted into a program of choice, or which classroom they are assigned to – they should be able to expect the same high-quality, standards-aligned, and enriching program inside and outside of the classroom everywhere in SCUSD. This strand of feedback encompassed the urgency communicated by stakeholders regarding implementation of the District Common Assessments, the differentiation of instruction in all classrooms, the implementation of Universal Design for Learning (UDL) practices, and the provision of effective Designated and Integrated English Language Development (ELD).

**Equitable Allocation of Resources**

A wide range of stakeholder feedback connected to the common theme of providing more resources to the students, families, programs, and schools that demonstrate the highest needs. This included consistent emphasis that targeted funding be utilized effectively to address the needs of the students who generate that funding. Related feedback included the need to further disaggregate data reporting and target outcomes and maintaining the transparency of how targeted funds are used.

**Implementation Accountability**

Another theme that connects to a broad range of stakeholder interests is the importance of building in accountability measures for district initiatives and plans. A key aspect of this feedback strand is accountability to implement professional learning with fidelity. Stakeholders identified the current 'opt-in' culture of the district as a limiting factor in effectively implementing programs and feedback emphasized the need to monitor how training is being provided and whether it is effective in meeting the stated goal(s). Stakeholders also reiterated the importance of linking specific metrics to planned actions to enable more effective monitoring of progress and return on investment. Related to the above theme of coherence and consistency, stakeholder feedback specified the need to implement assessment practices with fidelity so other initiatives such as the Multi-Tiered System of Supports (MTSS) efforts can be successful.

**Disruption of the Status Quo**

Stakeholders expressed this theme in many ways, with 'disruption of the status quo' summarizing the general interest in taking the recent year as an opportunity for radical changes to programs and practices. This included feedback pointing to the opportunity to build upon key

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lessons from the distance learning experience and provide new instructional opportunities for students in the future. Also recurring as a theme in feedback was the idea that ‘what we were doing before wasn’t working, so we should think about how to do things differently.’

In addition to the overarching themes that emerged across stakeholder input strands, there were specific priorities and recommendations that recurred during stakeholder engagement. These have been organized below by LCAP goal area.

**College and Career Readiness:**

- The district needs to provide a coherent and consistent educational experience that ensure all students, regardless of school, program choice, or classroom, have access to standards-aligned instruction and robust and rigorous educational experiences.
- Students need increased access to counseling – academic, college advising, and mental health. Counselors need to provide targeted supports to meet the needs of specific student groups.
- College and career readiness needs to begin in the early elementary grades and all students need to have a clear plan that includes postsecondary goals and an understanding of the steps needed to achieve them
- Career Technical Education (CTE) pathways are critical for many student groups and overall awareness/support for trades/vocational programs need to be increased. More robust CTE offerings need to be provided at all school sites.
- Reduce the stigma associated with career/trades options
- Make scholarship opportunities more accessible
- More school-to-college and school-to-career experiences need to be provided, including targeted opportunities that are specific to student groups (e.g. inviting Black/African American college faculty to visit high schools, mentorship programs for American Indian and Alaska Native students)
- Support counselors to provide guidance for neurodiverse students in planning for colleges that have intensive supports
- Align course scheduling and placement to ensure appropriate course offerings by English Learner profile and develop master schedule that allows English Learners to take electives and ELD in addition to their core curriculum.
- Implement regular academic check-ins and progress monitoring to ensure that students stay on-track for graduation and college eligibility
- Support students in awareness and mindset specific to college-going – increase their belief that they can go to college

**Foundational Educational Experience (Tier 1)**

- Core academic instruction in an MTSS framework with differentiation of instruction in all classrooms
- Mandatory training with clear identification of which staff are required to complete and effectiveness of training measured by continuous improvement science
- Develop and implement an English Learner Master Plan and effectively provide designated and integrated ELD
- Increase access for all to sports, music, arts, and after-school programs

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- Integrate reading, writing and arithmetic across the curriculum – incorporate Math and ELA strategies into social science, Physical Education, science, and other electives.
- Implement district curriculum and programs with fidelity, including district common assessments. Implement additional assessments to provide data necessary to support students.
- Provide training and support to effectively implement Universal Design for Learning (UDL)
- Recruit and retain highly qualified staff with an emphasis on multilingual staff and staff that reflect our district's demographics.
- Develop more metrics that enable progress monitoring of district initiatives/actions (e.g. impact of professional learning, coaching, and other strategic actions)
- Increased access to GATE testing, training/certification, and instruction/programming

### **Integrated Supports (Tier 2 and 3)**

- Prioritize mental health and wellness – implement regular mental health checks for students and explore integration of mental health training for staff and curriculum for students
- Individual student progress monitoring and support for students with high needs – examples of recommendations include liaisons/case managers, individualized student success plans, and advisory periods
- Increase the number of secondary ELD specialists and bilingual staff that serve English Learners
- Provide clear guidance and support to schools for the ongoing monitoring of reclassified students
- Support language maintenance – invest in heritage programs, provide professional learning to staff, provide enrichment opportunities in home language
- Professional development for instructional aids, and RSP teachers in instructional methods for dyslexia/learning disabilities
- Improve/address transition planning for older students with disabilities
- Dyslexia Intervention curriculum implemented for students with learning disabilities in reading
- Increased availability of academic supports to accelerate progress for students with learning gaps
- Increase the number of schools with student support centers that provide wrap-around services including access to a social worker and counselor
- Expand the capacity of AIEP to support youth and families – provide resources to enable staff to serve more American Indian and Alaska Native youth and also to support more accurate identification and completion of documentation to access services
- Professional development for staff across a range of areas including SEL, trauma-informed practices, and mental health

### **Culture and Climate**

- Provide focused support for Ethnic Studies – use curriculum developed by SCUSD teachers and focus on Ethnic Studies as more than just a graduation requirement
- Professional development for staff across a range of areas including culturally responsive teaching, anti-bias/anti-racist instruction, gender issues, and anti-bullying

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- Address disproportionate suspension rates and practices
- Implement restorative practices and alternative behavioral intervention programs

### Engagement and Empowerment

- Provide resources and capacity building opportunities for parents/caregivers to support learning at home
- Increased opportunities for students to provide authentic input. Opportunities for students to provide constructive feedback to staff.
- Engage students as primary agents in charge of their own education – implement a gradual release model. Students should receive all communications sent to parents/caregivers and, over time, become the primary recipient.
- Increase and improve translation and interpretation for families and students
- Include parents/caregivers in site and district decision-making processes

In addition to the overarching themes and summary of priorities and recommendations above, following are links to documents that include formal stakeholder recommendations and summaries of input:

- Recommendations developed by the African American Achievement Task Force (AAATF) / African American Advisory Board (AAAB)
- District English Learner Advisory Committee (DELAC) Recommendations for the 2021-24 LCAP
- LCAP Parent Advisory Committee Recommendations for the 2021-24 LCAP
- Student Advisory Council Recommendations for the 2021-24 LCAP
- Sacramento Area Youth Speaks (SAYS) Luther Burbank High School 2021-24 LCAP Recommendations

### A description of the aspects of the LCAP that were influenced by specific stakeholder input.

Stakeholder input influenced the development of this LCAP significantly. With the transition to a new three-year plan coming after a one-year delay and building upon the experiences of school closures and distance learning, the voice of stakeholders shaped many aspects of the LCAP from the high-level plan goals to specific metrics.

### Goal Statements

The evolution of goals from the prior LCAP to the goals in the 2021-22 LCAP is primarily due to stakeholder input. Building upon the input from 2019-20 and the Learning Continuity and Attendance Plan process, the 2021-22 goals reflect key priorities voiced by stakeholders and align to the overarching themes discussed in the previous section.

Goal 1: Originally closer in form to the 2019-20 college and career readiness goal, stakeholders emphasized the need to (1) explicitly state that **100%** of students will meet the outcomes as an 'audacious' goal, (2) name the student groups who have the most disproportionate

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outcomes and require accelerated growth, and (3) specify that students will have a clear postsecondary plan as part of their college and career readiness. These suggestions have in turn influenced the way staff are working. Efforts are already underway by college readiness and counseling staff to implement a new course planning tools, provide additional college advising supports through partnerships with youth mentors, and increase collaboration with colleagues in departments such as Homeless Youth Services and Foster Youth Services to provide targeted supports.

Goal 2: This goal stems directly from the stakeholder call for more coherence and consistency across the district's Tier 1, or foundational, educational program. Stakeholders identified standards-alignment, fidelity to district programs and practices (as opposed to the 'opt in' culture cited), and robust and rigorous experiences inside and outside of the classroom as critical factors. This goal has established a key linkage to the district's efforts to implement an effective Multi-Tiered System of Supports (MTSS) across all school sites, also a priority voiced by stakeholders.

Goal 3: The need for integrated supports at the Tier 2 and 3 levels has been a strong strand of feedback through the distance learning and the current LCAP input process. Stakeholders have reaffirmed the importance of each student being provided the specific academic, behavioral, social-emotional, and mental and physical health supports to meet their individual needs. Feedback also emphasized the need to establish a 'why', leading to the inclusion of student engagement in school and ability to access core instruction as identified purposes for providing targeted and integrated supports.

Goal 4: This goal statement evolved significantly beyond the previous goal based on specific stakeholder feedback. Stakeholders indicated the need to (1) call out the inequity present in our system (consistent with the district's core value statement), (2) identify student groups most affected by inequitable and discriminatory systems, (3) state that active dismantling of systems will be required, and (4) emphasize inclusivity and cultural competence as elements of schools and classrooms that we are striving towards.

Goal 5: This goal builds directly upon the prior version, with some key changes following stakeholder feedback. The incorporation of students as one of the named groups to be engaged and empowered was made following stakeholder feedback that students need more support in becoming the primary agent in charge of their own learning. Communication, capacity building, and collaborative decision-making were also themes throughout stakeholder feedback as key elements of successful engagement and empowerment.

Goal 6: Implementation of an effective Multi-Tiered System of Supports (MTSS) has been a throughline in key stakeholder feedback and ties together many other strands of input. The call for effective systems to review data, identify student needs, and provide responsive services specific to those needs fully aligned to staff efforts to develop and implement a multi-year training effort to install and sustain an MTSS at each school site. The resulting goal focuses on this capacity-building aspect of the implementation efforts.

### Metrics/Desired Outcomes

A number of metrics were modified or incorporated into the LCAP based upon stakeholder feedback. These included:

- **State Seal of Biliteracy (SSB):** This metric was added based upon stakeholder feedback emphasizing the need for aspects of the LCAP to demonstrate the value of multilingualism.
- **State Seal of Civic Engagement (SSCE):** This metric was added following engagement of the board and stakeholders in a special meeting. Results for this metric will become available when the district completes its first cycle of awarding the SSCE.

- **Certificate of Completion:** This metric was incorporated based on stakeholder feedback emphasizing the need to make visible the achievement and outcomes of all students, and not just those receiving a traditional high school diploma.
- **GATE Identification and Demographics:** These metrics were established and fully realize the intent in the previous LCAP to incorporate a metric focused on the representativity within the GATE population.
- **District Common Assessments:** Metrics for District Math and ELA assessment participation and performance were incorporated in alignment with significant stakeholder feedback regarding the critical need to implement these assessments with fidelity. While the ultimate path to implementation will require negotiation with labor partners, the metric will establish the district's goal of implementing the assessments districtwide to have a consistent and reliable means of assessing student needs.
- **Third Grade Reading Proficiency:** Stakeholder feedback emphasized the need to focus on third grade reading as a critical indicator of future academic success. Two related metrics have been incorporated; one aligned to the state English Language Arts assessment and the other to the District's benchmark assessments. 2021-22 work will include alignment of assessment items within the benchmark assessment to allow for reading-specific performance results.
- **Staff Collaboration Time Reporting:** Stakeholder feedback has been clear in the desire for establishing a clearer connection between staff collaboration time and improvement of outcomes for target student groups. A new metric has been incorporated that will collect data on how collaboration time is used at sites and report the percentage of sites that can confirm time is being used explicitly to improve outcomes for unduplicated students. A data collection tool will be developed and implemented in 2021-22.
- **Anti-bias/Anti-racist Professional Development Implementation:** Stakeholders have repeatedly prioritized more transparency and accountability for how professional development is provided. This metric will track the percentage of teachers, administrators, and support staff who have completed the identified anti-bias/anti-racist professional development.
- **Provision of Responsive Services:** Stakeholder feedback has emphasized the need to create more alignment between actions and metrics. This metric was developed in partnership with Student Support and Health Services staff based upon that interest. It is used by SS&HS staff as an internal measure of their own impact and will be incorporated into the LCAP for stakeholders to use as well.
- **Parent Teacher Home Visit Threshold:** Stakeholder feedback regarding Parent Teacher Home Visits (PTHVs) has been very supportive and, in general, identifies the need for more visits. In response to this emphasis, staff developed a metric that has set the goal of all participating sites to have at least 10% of students participate. The PTHV program has demonstrated that a 10% threshold at a site can have positive impacts beyond just the students who participated.
- **English Learner Advisory Council (ELAC) operation:** DELAC stakeholder feedback encouraged the need for a metric that shifted focus from the district level to the site level to encourage improvements in ELAC functioning and representation. This resulted in the development of a metric specific to the demonstrated outcomes of ELACs across sites.

### Disaggregation of Data

Stakeholder feedback has consistently emphasized the need for more transparency with regard to performance gaps across student groups and more intentional target setting. To meet this interest, baseline data and target outcomes have been disaggregated by student group throughout the LCAP. This includes data, where available, for English Learners, Foster Youth, Homeless Youth, Students with Disabilities, Socioeconomically Disadvantaged students, and by race/ethnicity. This has already supported follow-up feedback and discussions with staff



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regarding how to best set targets that reflect accelerated growth for target student groups and how to use these targets to drive equitable allocation of resources.

### Actions and Services

Stakeholder feedback influenced both the incorporation of additional actions as well as expansion of continued action descriptions to more fully describe efforts to improve student outcomes. Examples of actions influenced by stakeholder feedback include:

- **Language Acquisition Programs for English Learners, Professional Learning specific to instruction for English Learners, Pathways to Multiliteracy, and Interventions specific to English Learners:** Formerly a single action that bundled all of the Multilingual Literacy department's efforts into a single action, staff have outlined several focus strands for the coming years.
- **Student Support: Central Connect Center and Site-based Student Support Centers:** This action aligns the collective efforts of Student Support & Health Services to provide wrap-around and integrated supports for students.
- **American Indian Education Program (AIEP):** An important program in the district for many years, this action elevates the visibility of the AIEP in the LCAP.
- **Anti-bias and Anti-racism Professional Learning:** Initiated in the current year with site leaders and key district leaders, this action seeks to expand the scope of training, ultimately reaching all SCUSD staff.
- **Student Advisory Council (SAC):** An ongoing program, inclusion of this action makes visible a key district effort to amplify student voice.
- **Multisensory Reading Intervention Curriculum and Training:** Stakeholder feedback has called for specific actions focusing on provision of multisensory reading instruction to address the needs of the students with disabilities and all students who are struggling with reading.

Additionally, several actions were separated out for more transparency, following feedback from stakeholders requesting that targeted funding be easily identifiable and distinct actions not be bundled together. These included:

- Social Emotional Learning (SEL) programs and Positive Behavioral Intervention and Supports (PBIS) are now distinct actions.
- School Psychologists and Counselors have each been split into base and supplemental components to clearly communicate their funding streams.
- The former LCAP action 1.1, which included base classroom staffing, class size reduction, targeted school assistance, collaboration time, and restructuring of the salary schedule have been separated out into their distinct components.
- Credit recovery options are now a distinct action. This action was previously blended into the counseling and master schedule action.
- Preschool programs and Transitional Kindergarten have been separated out as distinct actions.
- Tobacco Use Prevention Education (TUPE) programming has been made into a distinct action. It was previously blended into the Foster Youth Services action.

### Maintenance of LCFF Supplemental and Concentration Grant Transparency

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As noted previously, stakeholders placed a priority on maintaining and increasing transparency with regard to targeted funding in the LCAP. With the new LCAP's template not differentiating LCFF Base and LCFF Supplemental and Concentration grant funding in the expenditure tables, SCUSD is committed to providing that breakout of projected expenditures and will do so in an appendix.

**Affirmation of Existing Prioritized Actions**

Across the breadth of stakeholder feedback, many of the district's continuing actions were reaffirmed and their importance underscored. Examples of continuing actions that were specifically affirmed by recent stakeholder feedback (detailed in the previous section) include:

- Health Services: School Nurses and Immunization Clinic
- Student Support: Connect Center and Student Support Centers
- Social Emotional Learning (SEL) programs
- Positive Behavioral Intervention and Supports (PBIS)
- Bullying Prevention Training, Intervention, and Response
- District Parent Resource Center
- Parent Teacher Home Visits (PTHV)
- Translation and Interpretation Services
- Career and Technical Education (CTE) Pathways and Programs
- Academic and Career Counseling
- Exam Fee Support
- Early Childhood Education: Preschool and Transitional Kindergarten
- Foster Youth Services
- Homeless Youth Services
- Be Here! Program to address Chronic Absenteeism

## Goals and Actions

### Goal

Goal #	Description
1	100% of SCUSD students will graduate college and career ready with a wide array of postsecondary options and a clear postsecondary plan. Growth in Graduation Rate and College/Career Readiness will be accelerated for Students with Disabilities, English Learners, African American students, American Indian or Alaska Native students, Native Hawaiian or Pacific Islander students, Foster Youth, Homeless Youth, and other student groups with gaps in outcomes until gaps are eliminated.

An explanation of why the LEA has developed this goal.

Analysis of student data from the past three California State Dashboards (2017-18 through 2019-20) shows that almost 60% of SCUSD graduates are not placing in the 'prepared' level for the College and Career Indicator. Data from the California Department of Education (CDE) shows that almost half of SCUSD graduates are not completing UC 'a-g' requirements and more than one third do not enroll in college at any point during the 12 months after graduating. Significant performance gaps between student groups exist in all three of these outcomes, with results for English Learners, Foster Youth, Homeless Youth, Students with Disabilities, African American students, American Indian or Alaska Native students, and Native Hawaiian or Pacific Islander students of particular concern.

SCUSD's guiding principle states that *All students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options.* Stakeholder input has informed the evolution from the prior LCAP Goal focused on college and career to this new version. Key input has included the following:

- Inequitable outcomes have persisted and student groups with the highest needs should be called out explicitly. Increasing the percentage of students who are graduating college and career ready cannot just be a result of improving outcomes for those groups who are already achieving at a higher level.
- It is not sufficient to state that the percent of students who are on-track to graduate college and career ready will increase. The district's goal should state that 100% of students will graduate college and career ready.
- It is important to acknowledge the importance of college AND career readiness as viable pathways to postsecondary success. Students need more support to understand and, as desired, pursue Career and Technical Education (CTE) as part of their studies and technical program/trades as postsecondary options.
- Students need to have a clear postsecondary plan in addition to a wide array of options. Readiness includes a defined multi-year plan and understanding of the steps and processes necessary to reach one's goals

As a broad goal, no specific date is set for the ultimate realization of the 100% target. The desired outcome for 2023-24 below projects a rate of growth that closes that gap by 10% each year for 'All students' and each student group. As systems and supports are improved, in particular the implementation of an effective Multi-Tiered System of Supports (MTSS), it is expected that rates for secondary grade outcomes,

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including graduation rate and college and career readiness, can increase at higher rates. This will be due not only to improvements at the secondary level, but result from students entering high school having received more effective supports and preparation in the elementary and middle grades.

## Note:

In the section below (Measuring and Reporting Results), abbreviations are used for student groups. These include EL (English Learners), FY (Foster Youth), HY (Homeless Youth), SED (Socioeconomically Disadvantaged students), SWD (Students with Disabilities), AA (African American students), AI/AN (American Indian or Alaska Native students), A (Asian students), F (Filipino students), H/L (Hispanic/Latino students), PI (Native Hawaiian or Pacific Islander Students), W (White students), and TOM (Students of Two or More races/Multiracial students).

The following section (Actions) includes a column titled 'Contributing' for which each action is categorized as 'Y' or 'N.' A 'Y' in this column indicates that the action is contributing to meeting the increased or improved services requirement as described in the Increased or Improved Services section later in this LCAP. These actions are those that are funded in part or fully by LCFF Supplemental Concentration grant funds and intended to increase or improve services for unduplicated students (English Learners, Foster Youth, Homeless Youth, and Socioeconomically Disadvantaged students).

## Measuring and Reporting Results

Metric	Baseline		Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24		
1A								
<b>Graduation Rate</b>		<b>18-19</b>	<b>19-20</b>				<b>23-24</b>	
Percentage of students who received a High School Diploma within 4 or 5 years of entering 9 <sup>th</sup> grade	<b>ALL</b>	85.7	87.3	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	<b>ALL</b>	91
	<b>EL</b>	81.2	75.8				<b>EL</b>	82
	<b>FY</b>	66.7	81.3				<b>FY</b>	86
	<b>HY</b>	75.3	72.9				<b>HY</b>	80
	<b>SED</b>	84.7	86.1				<b>SED</b>	90
	<b>SWD</b>	66	70.4				<b>SWD</b>	78
	<b>AA</b>	77.1	82.4				<b>AA</b>	87
	<b>AI/AN</b>	81.8	73.3				<b>AI/AN</b>	81
	<b>A</b>	93.7	93.5				<b>A</b>	95
	<b>F</b>	100	95.2				<b>F</b>	97
	<b>H/L</b>	84.2	84.6				<b>H/L</b>	89
	<b>PI</b>	87	71.9				<b>PI</b>	80
	<b>W</b>	84.6	92.5				<b>W</b>	95
	<b>TOM</b>	88.1	87.8	<b>TOM</b>	91			
<b>Source:</b> California School Dashboard								
Note: Results do not include Charter Schools								

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Metric	Baseline			Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24	
<b>1B</b> <b>On-Track Graduation Status</b> Percentage of 9 <sup>th</sup> -12 <sup>th</sup> grade students on track for graduation considering course completion and current course enrollment <b>Source:</b> SCUSD Internal Dashboard <i>Note: 2020-21 data is to 4.5.21</i>		<b>19-20</b>	<b>20-21</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24		<b>23-24</b>
	<b>ALL</b>	53.8	53.6				<b>ALL</b>	70
	<b>EL</b>	43	41.2				<b>EL</b>	61
	<b>FY</b>	16	27.7				<b>FY</b>	53
	<b>HY</b>	21.9	28.8				<b>HY</b>	53
	<b>SED</b>	51.9	48.9				<b>SED</b>	66
	<b>SWD</b>	33.3	36.1				<b>SWD</b>	58
	<b>AA</b>	43	39.7				<b>AA</b>	60
	<b>AI/AN</b>	48.2	40.7				<b>AI/AN</b>	61
	<b>A</b>	68.5	70.3				<b>A</b>	81
	<b>F</b>	67.3	68.6				<b>F</b>	79
	<b>H/L</b>	48.3	47.4				<b>H/L</b>	65
	<b>PI</b>	43.4	40.8				<b>PI</b>	61
	<b>W</b>	58.4	60.2				<b>W</b>	74
<b>TOM</b>	55.4	55.8	<b>TOM</b>	71				
<b>1C</b> <b>College/Career Indicator</b> Percentage of graduates who are placed in the 'Prepared' Level on the Dashboard <b>Source:</b> California School Dashboard Note: Results do not include Charter Schools		<b>18-19</b>	<b>19-20</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24		<b>23-24</b>
	<b>ALL</b>	40.5	41.7				<b>ALL</b>	62
	<b>EL</b>	19.5	18.7				<b>EL</b>	47
	<b>FY</b>	11.1	30				<b>FY</b>	54
	<b>HY</b>	16	12.3				<b>HY</b>	42
	<b>SED</b>	36.2	37.6				<b>SED</b>	59
	<b>SWD</b>	7	8.1				<b>SWD</b>	40
	<b>AA</b>	20	20.7				<b>AA</b>	48
	<b>AI/AN</b>	18.2	20				<b>AI/AN</b>	48
	<b>A</b>	55.3	56.9				<b>A</b>	72
	<b>F</b>	58.3	58.1				<b>F</b>	73
	<b>H/L</b>	35.2	35.8				<b>H/L</b>	58
	<b>PI</b>	21.6	24.6				<b>PI</b>	51
	<b>W</b>	51.2	53.5				<b>W</b>	69
<b>TOM</b>	51.1	51.7	<b>TOM</b>	68				

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Metric	Baseline			Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24	
<b>1D</b> <b>A-G Completion</b> Percentage of graduating cohort who met UC/CSU Requirements <b>Source:</b> CDE Dataquest Reporting  Note: Results do not include Charter Schools		<b>18-19</b>	<b>19-20</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24		<b>23-24</b>
	<b>ALL</b>	50.7	54				<b>ALL</b>	70
	<b>EL</b>	35.9	37.7				<b>EL</b>	59
	<b>FY</b>	29.4	38.5				<b>FY</b>	60
	<b>HY</b>	24.6	20.9				<b>HY</b>	48
	<b>SED</b>	46.1	50.3				<b>SED</b>	67
	<b>SWD</b>	11.8	17.6				<b>SWD</b>	46
	<b>AA</b>	32.5	36.5				<b>AA</b>	58
	<b>AI</b>	44.4	30				<b>AI</b>	54
	<b>A</b>	70.4	71.4				<b>A</b>	81
	<b>F</b>	76.6	80				<b>F</b>	87
	<b>HL</b>	41.9	45.5				<b>HL</b>	64
	<b>PI</b>	24.4	47.5				<b>PI</b>	66
	<b>W</b>	54.6	58.5				<b>W</b>	73
<b>TOM</b>	56.7	64.5	<b>TOM</b>	77				
<b>1E</b> <b>On-Track A-G Status</b> Percentage of 9 <sup>th</sup> -12 <sup>th</sup> grade students on track for A-G considering course completion (does not include courses in progress) <b>Source:</b> SCUSD Internal Dashboard Note: 2020-21 data is to 4.5.21		<b>19-20</b>	<b>20-21</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24		<b>23-24</b>
	<b>ALL</b>	53.8	53.9				<b>ALL</b>	70
	<b>EL</b>	34.3	36.8				<b>EL</b>	59
	<b>FY</b>	28	21.3				<b>FY</b>	48
	<b>HY</b>	25	17.8				<b>HY</b>	46
	<b>SED</b>	48.6	48.1				<b>SED</b>	66
	<b>SWD</b>	25.5	27.7				<b>SWD</b>	53
	<b>AA</b>	37.4	37.1				<b>AA</b>	59
	<b>AI/AN</b>	39.3	33.3				<b>AI/AN</b>	56
	<b>A</b>	73.7	71.9				<b>A</b>	82
	<b>F</b>	70.5	69.1				<b>F</b>	80
	<b>H/L</b>	45.2	46.3				<b>H/L</b>	65
	<b>PI</b>	39.8	38.9				<b>PI</b>	60
	<b>W</b>	63.2	64.1				<b>W</b>	76
<b>TOM</b>	60.2	61.3	<b>TOM</b>	75				

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Metric	Baseline			Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24	
<b>1F</b> <b>A-G AND CTE Completion</b> Percentage of graduating cohort completing UC/CSU Requirements <b>AND</b> completing a Career Technical Education (CTE) Pathway <b>Source:</b> CALPADS Reporting (District Analysis)		<b>18-19</b>	<b>19-20</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24		<b>23-24</b>
	<b>ALL</b>	5.8	6.4				<b>ALL</b>	TBD
	<b>EL</b>	3.6	3.3				<b>EL</b>	TBD
	<b>FY</b>	0	0				<b>FY</b>	TBD
	<b>HY</b>	1.5	0				<b>HY</b>	TBD
	<b>SED</b>	4.2	6.5				<b>SED</b>	TBD
	<b>SWD</b>	1.3	0.7				<b>SWD</b>	TBD
	<b>AA</b>	2.7	4.5				<b>AA</b>	TBD
	<b>AI</b>	0	0				<b>AI</b>	TBD
	<b>A</b>	6.3	7.8				<b>A</b>	TBD
	<b>F</b>	2.1	6.4				<b>F</b>	TBD
	<b>HL</b>	3.8	7.2				<b>HL</b>	TBD
	<b>PI</b>	7.1	9.1				<b>PI</b>	TBD
<b>W</b>	3.7	3.9	<b>W</b>	TBD				
<b>TOM</b>	4.6	7	<b>TOM</b>	TBD				
<b>1G</b> <b>CTE Pathway Completion</b> Percentage of graduating cohort completing a Career Technical Education (CTE) Pathway <b>Source:</b> CDE Dataquest Reporting  Note: Results do not include Charter Schools		<b>18-19</b>	<b>19-20</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24		<b>23-24</b>
	<b>ALL</b>	8.9	10.9				<b>ALL</b>	TBD
	<b>EL</b>	7.5	9.1				<b>EL</b>	TBD
	<b>FY</b>	5.6	0				<b>FY</b>	TBD
	<b>HY</b>	12.3	0				<b>HY</b>	TBD
	<b>SED</b>	9.0	11.1				<b>SED</b>	TBD
	<b>SWD</b>	6.4	5.8				<b>SWD</b>	TBD
	<b>AA</b>	8.8	8				<b>AA</b>	TBD
	<b>AI</b>	9.1	0				<b>AI</b>	TBD
	<b>A</b>	9.6	10				<b>A</b>	TBD
	<b>F</b>	8.5	7.9				<b>F</b>	TBD
	<b>HL</b>	9.0	13.3				<b>HL</b>	TBD
	<b>PI</b>	19.0	13.6				<b>PI</b>	TBD
<b>W</b>	8.5	9	<b>W</b>	TBD				
<b>TOM</b>	9.9	11.3	<b>TOM</b>	TBD				

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Metric	Baseline			Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24	
<b>1H</b> <b>CTE Pathway Enrollment</b> Percentage of students in grades 10-12 enrolled in a Career Technical Education (CTE) Pathway <b>Source:</b> CALPADS Reporting (District Analysis)		<b>19-20</b>	<b>20-21</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24		<b>23-24</b>
	<b>ALL</b>	23.3	24.3				<b>ALL</b>	TBD
	<b>EL</b>	19.8	20.8				<b>EL</b>	TBD
	<b>FY</b>	15.4	18.0				<b>FY</b>	TBD
	<b>HY</b>	25.4	19.1				<b>HY</b>	TBD
	<b>SED</b>	23.5	24.7				<b>SED</b>	TBD
	<b>SWD</b>	19.3	22.2				<b>SWD</b>	TBD
	<b>AA</b>	24.2	25.4				<b>AA</b>	TBD
	<b>AI</b>	23.1	17.5				<b>AI</b>	TBD
	<b>A</b>	20.1	21.6				<b>A</b>	TBD
	<b>F</b>	16.3	16.3				<b>F</b>	TBD
	<b>HL</b>	24.7	25.6				<b>HL</b>	TBD
	<b>PI</b>	28.6	28.4				<b>PI</b>	TBD
	<b>W</b>	21.8	23.9				<b>W</b>	TBD
<b>TOM</b>	26.1	24.8	<b>TOM</b>	TBD				
<b>1I</b> <b>FAFSA Completion</b> Percentage of 12 <sup>th</sup> grade students completing the Free Application for Federal Student Aid (FAFSA) <b>Source:</b> Internal District Reporting		<b>18-19</b>	<b>19-20</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24		<b>23-24</b>
	<b>ALL</b>	68.6	77.8				<b>ALL</b>	85
	<b>EL</b>	58.6	69.7				<b>EL</b>	80
	<b>FY</b>	66.7	63.6				<b>FY</b>	76
	<b>HY</b>	N/A	54.5				<b>HY</b>	70
	<b>SED</b>	68.4	76.2				<b>SED</b>	84
	<b>SWD</b>	34.8	60				<b>SWD</b>	74
	<b>AA</b>	58.6	67.9				<b>AA</b>	79
	<b>AI</b>	61.5	53.8				<b>AI</b>	70
	<b>A</b>	83.5	86				<b>A</b>	91
	<b>F</b>	80.4	88.3				<b>F</b>	92
	<b>HL</b>	64.2	74.1				<b>HL</b>	83
	<b>PI</b>	70.2	78.6				<b>PI</b>	86
	<b>W</b>	63.9	79.1				<b>W</b>	86
<b>TOM</b>	71.5	83.7	<b>TOM</b>	89				



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Metric	Baseline			Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24	
<p>1J <b>Certificate of Completion</b> Percentage of Students with Disabilities in the 4-year adjusted cohort receiving a Diploma (D) and Certificate of Completion (CC) <b>Source:</b> CDE Dataquest Reporting  Note: Results do not include Charter Schools</p>	<b>2019-20</b>			To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	<b>23-24</b>	
	<b>ALL</b>	66	13.9				<b>ALL</b>	TBD
	<b>SWD+EL</b>	63.6	18.7				<b>EL</b>	TBD
	<b>SWD+FY</b>	53.8	7.7				<b>FY</b>	TBD
	<b>SWD+HY</b>	50	8.3				<b>HY</b>	TBD
	<b>SWD+SED</b>	66.3	12.6				<b>SED</b>	TBD
	<b>SWD+AA</b>	67.6	11.8				<b>SWD</b>	TBD
	<b>SWD+AI</b>	*	*				<b>AA</b>	TBD
	<b>SWD+A</b>	70.3	21.6				<b>AI</b>	TBD
	<b>SWD+F</b>	*	*				<b>A</b>	TBD
	<b>SWD+HL</b>	65.7	9.5				<b>F</b>	TBD
	<b>SWD+PI</b>	N/A	N/A				<b>HL</b>	TBD
	<b>SWD+W</b>	68.9	15.6				<b>PI</b>	TBD
	<b>SWD+TOM</b>	64.3	21.4				<b>W</b>	TBD
<p>*Data is not shown to protect student privacy. There are less than the minimum of 10 students in the cohort for this data point.</p>			<b>TOM</b>	TBD				

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Metric	Baseline			Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24	
<b>1K</b> <b>State Seal of Biliteracy (SSB)</b> Percentage of graduates earning the State Seal of Biliteracy (SSB)  <b>Source:</b> CDE Dataquest Reporting  Note: Results do not include Charter Schools		<b>18-19</b>	<b>19-20</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24		<b>23-24</b>
	<b>ALL</b>	12.7	14.4				<b>ALL</b>	30
	<b>EL</b>	6.9	5.9				<b>EL</b>	30
	<b>FY</b>	5.9	0				<b>FY</b>	30
	<b>HY</b>	1.6	4.7				<b>HY</b>	30
	<b>SED</b>	12	13.8				<b>SED</b>	30
	<b>SWD</b>	1.4	0				<b>SWD</b>	30
	<b>AA</b>	2.8	3				<b>AA</b>	30
	<b>AI/AN</b>	0	20				<b>AI</b>	30
	<b>A</b>	15.5	14.5				<b>A</b>	30
	<b>F</b>	12.8	26.7				<b>F</b>	30
	<b>H/L</b>	16.8	17				<b>HL</b>	30
	<b>PI</b>	2.4	2.5				<b>PI</b>	30
	<b>W</b>	10.1	13.5				<b>W</b>	30
<b>TOM</b>	10	19.4	<b>TOM</b>	30				

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Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24																																																												
<p>1L</p> <p><b>State Seal of Civic Engagement (SSCE)</b></p> <p>Percentage of graduates earning the State Seal of Civic Engagement (SSCE)</p> <p><b>Source:</b> TBD</p> <p><i>Note: SSCE criteria were adopted by the State Board of Education in 20-21. SCUSD will begin awarding the SSCE in 2021-22.</i></p>	<table border="1"> <thead> <tr> <th></th> <th>20-21</th> </tr> </thead> <tbody> <tr><td>ALL</td><td>0</td></tr> <tr><td>EL</td><td>0</td></tr> <tr><td>FY</td><td>0</td></tr> <tr><td>HY</td><td>0</td></tr> <tr><td>SED</td><td>0</td></tr> <tr><td>SWD</td><td>0</td></tr> <tr><td>AA</td><td>0</td></tr> <tr><td>AI/AN</td><td>0</td></tr> <tr><td>A</td><td>0</td></tr> <tr><td>F</td><td>0</td></tr> <tr><td>H/L</td><td>0</td></tr> <tr><td>PI</td><td>0</td></tr> <tr><td>W</td><td>0</td></tr> <tr><td>TOM</td><td>0</td></tr> </tbody> </table>		20-21	ALL	0	EL	0	FY	0	HY	0	SED	0	SWD	0	AA	0	AI/AN	0	A	0	F	0	H/L	0	PI	0	W	0	TOM	0	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	<table border="1"> <thead> <tr> <th></th> <th>23-24</th> </tr> </thead> <tbody> <tr><td>ALL</td><td>15</td></tr> <tr><td>EL</td><td>15</td></tr> <tr><td>FY</td><td>15</td></tr> <tr><td>HY</td><td>15</td></tr> <tr><td>SED</td><td>15</td></tr> <tr><td>SWD</td><td>15</td></tr> <tr><td>AA</td><td>15</td></tr> <tr><td>AI</td><td>15</td></tr> <tr><td>A</td><td>15</td></tr> <tr><td>F</td><td>15</td></tr> <tr><td>HL</td><td>15</td></tr> <tr><td>PI</td><td>15</td></tr> <tr><td>W</td><td>15</td></tr> <tr><td>TOM</td><td>15</td></tr> </tbody> </table>		23-24	ALL	15	EL	15	FY	15	HY	15	SED	15	SWD	15	AA	15	AI	15	A	15	F	15	HL	15	PI	15	W	15	TOM	15
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<p>1N</p> <p><b>IB Diploma Completion</b></p> <p>Percentage of Diploma Programme candidates that complete the full International Baccalaureate (IB) Diploma</p> <p><b>Source:</b> School Site Reporting</p>	<table border="1"> <thead> <tr> <th></th> <th>18-19</th> <th>19-20</th> </tr> </thead> <tbody> <tr> <td>ALL</td> <td>3.3</td> <td>7.5</td> </tr> </tbody> </table>		18-19	19-20	ALL	3.3	7.5		To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	<table border="1"> <thead> <tr> <th></th> <th>23-24</th> </tr> </thead> <tbody> <tr> <td>ALL</td> <td>24</td> </tr> </tbody> </table>		23-24	ALL	24																																																																		
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Metric	Baseline			Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24	
<p>1P</p> <p><b>Math Early Assessment Program (EAP)</b></p> <p>Percentage of 11<sup>th</sup> grade students Exceeding Standard on the Mathematics State Assessment</p> <p><b>Source:</b> CAASPP Reporting</p> <p>Note: Results do not include Charter Schools</p>		<b>18-19</b>	<b>19-20</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24		<b>23-24</b>
	<b>ALL</b>	10	N/A				<b>ALL</b>	34
	<b>EL</b>	1.3	N/A				<b>EL</b>	28
	<b>FY</b>	N/A	N/A				<b>FY</b>	27
	<b>HY</b>	0	N/A				<b>HY</b>	27
	<b>SED</b>	6	N/A				<b>SED</b>	31
	<b>SWD</b>	0.9	N/A				<b>SWD</b>	28
	<b>AA</b>	1.5	N/A				<b>AA</b>	28
	<b>AI</b>	0	N/A				<b>AI</b>	27
	<b>A</b>	14.9	N/A				<b>A</b>	38
	<b>F</b>	12.1	N/A				<b>F</b>	36
	<b>HL</b>	5.3	N/A				<b>HL</b>	31
	<b>PI</b>	0	N/A				<b>PI</b>	27
<b>W</b>	21	N/A	<b>W</b>	42				
<b>TOM</b>	16.5	N/A	<b>TOM</b>	39				
<p>1Q</p> <p><b>Post-secondary tracking of Students with Disabilities</b></p> <p>Percentage of students with confirmed responses to staff outreach following graduation/matriculation from SCUSD.</p> <p><b>Source:</b> Special Education department</p>	2020-21: TBD			To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	2023-24: TBD	

## Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Career and Technical Education (CTE) Pathways and Programs	<p>Prepare students for post-secondary education and careers through aligned pathway experiences that provide work-based learning opportunities. Coursework allows students to explore possible careers, begin training in a specific field, and build essential skills that lead to initial employment and/or postsecondary study. CTE offerings include, but are not limited to, courses in Engineering &amp; Design, Building Trades &amp; Construction, Health &amp; Medical Sciences, and Information Technology. Build a CTE pipeline at the middle school level beginning with a pilot program at Rosa Parks that articulate to Luther Burbank.</p> <p>Expanded efforts will include the implementation of Linked Learning at all high schools and the implementation of a 'Defense of Learning' assessment process in CTE pathways. Partnership with Youth Development Support Services will continue to provide college mentors and after school staff support to implement the California College Guidance Initiative (CCGI) modules. These support students in their postsecondary preparation activities. Additional college mentors will be hired to provide targeted support to CTE students to strengthen engagement and develop post-secondary transition plans.</p> <p><i>Scope/Logistics TBD</i></p>	TBD	Y
1.2	Academic and Career Counseling (Base)	<p>Maintain base academic and career counseling supports for students including scheduling guidance, mental health support/crisis intervention, suicide awareness, assistance with college applications, FAFSA support, and planning for credit recovery.</p> <p>Staff will collaborate with the technology department to develop an electronic student-facing four-year plan. This tool will be interactive and provide students and families the opportunity to see their course plan and co-construct goals with their academic counselor.</p> <p><i>FTE TBD</i></p>	TBD	N

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Action #	Title	Description	Total Funds	Contributing
1.3	Academic and Career Counseling (Supplemental)	Continue providing additional counseling supports to principally benefit unduplicated students including at-risk conferencing, campus visits, college and career awareness activities, summer school registration, college matriculation support, scholarship assistance, and prioritization of Homeless Youth and Foster Youth in registration and credit recovery. <i>FTE TBD</i>	TBD	Y
1.4	Central support for aligned master scheduling	Coordinate districtwide scheduling and direct support to school sites to determine appropriate staffing needs, eliminate unnecessary course titles which lead to tracking, support pre-registration, and maximize overall scheduling efficiency. Implemented by 1.0 FTE Director of Master Scheduling.	TBD	Y
1.5	Credit Recovery Options	Provide students who are off-track for graduation access and support to program options that accelerate their progress toward on-track status. Programs include targeted access at individual high schools sites as well as the central Sacramento Accelerated Academy (SAA) credit recovery site. Housed with the district's enrollment center, SAA provides students with assistance from teachers both on-site and remotely to complete coursework.  Staff have and will continue to collaborate with Homeless Youth Services, Foster Youth Services, and staff supporting English Learners to monitor progress and prioritize these student groups in providing credit recovery options.	TBD	Y
1.6	Exam Fee Support	Provide students access to Advanced Placement, International Baccalaureate (IB), PSAT, and SAT exams to ensure that no financial barriers prevent full participation.	TBD	Y

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Action #	Title	Description	Total Funds	Contributing
1.7	International Baccalaureate (IB) Program Support	Continue providing expanded access to the International Baccalaureate (IB) program at target schools, particularly for low-income students, English Learners, and underrepresented students. Coursework in IB is designed to foster critical thinking, international mindedness, intellectual curiosity, and a love of learning. The rigor of the IB program also prepares students for post-secondary studies. This allocation funds Site instruction coordinators at Kit Carson and Luther Burbank High School, Resource teachers, professional learning, and supplemental instructional materials. <i>FTE TBD</i>	TBD	Y
1.8	<i>Needs-based Scholarships for students</i>	<i>TBD</i>	TBD	Y
1.9	Site-determined, SPSA-based actions to support Goal 1	Supplemental and Concentration Grant funding is allocated to school sites based on their number of low-income students and English Learners. These funds are for actions/strategies that benefit the targeted student groups. Allocations are determined by each school site in their School Plan for Student Achievement (SPSA).	TBD	Y
1.10	Department-level data-based decision-making	Use student data to provide interventions for struggling students in order to maintain on-track status for graduation and a-g course completion, especially for low-income students and English Learners. Funding provide stipends to department heads at district high schools to support their leadership of data use.	TBD	Y



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Action #	Title	Description	Total Funds	Contributing
1.11	Transition Planning for Students with Disabilities	<p>Provide adult professional learning regarding individual transition planning for special education instructional staff and school site administration to support development of transition planning at key milestones including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Preschool to Elementary School</li> <li>• Elementary to Middle School</li> <li>• Middle to High School</li> <li>• High School to Post- Secondary activities</li> <li>• Change in special education placement</li> </ul> <p>Improve post-secondary tracking of students with disabilities and the student response rate following their graduation/matriculation from SCUSD to inform transition strategic planning.</p>	TBD	TBD

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## Goal Analysis [LCAP Year]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

[Respond here]

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

[Respond here]

An explanation of how effective the specific actions were in making progress toward the goal.

[Respond here]

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

[Respond here]

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**

## Goal

Goal #	Description
2	Provide every SCUSD student an educational program with standards-aligned instruction, fidelity to district programs and practices, and robust, rigorous learning experiences inside and outside the classroom so that all students can meet or exceed state standards.

An explanation of why the LEA has developed this goal.

Analysis of student data from the most recent state assessments (2018-19) show that only 43% of students are 'Meeting or Exceeding Standard' in English Language Arts (ELA). For Math, the rate is only 33%. Results from the Dashboard show that on average, students scored 21.5 points below the 'Standard Met' level in ELA and 48.8 points below the 'Standard Met' level in Math. Significant performance gaps exist for multiple student groups including English Learners, Foster Youth, Homeless Youth, Socioeconomically Disadvantaged students, Students with Disabilities, African American students, American Indian or Alaska Native students, Hispanic/Latino students, and Native Hawaiian or Pacific Islander students.

Stakeholder input has emphasized the need for coherence and consistency across the district and the expectation that all students, regardless of school site, program participation, or classroom, should have equitable access to a high-quality educational experience. This includes fidelity to district programs and practices. A particular emphasis in stakeholder input has been the consistent implementation of district common assessments. This is currently an issue being discussed with labor partners. Participation rates in the beginning of year and interim assessments during 2020-21 for both Math and ELA have been near 50% districtwide.

This goal also aligns to the district's current efforts to implement an effective Multi-Tiered System of Supports (MTSS) across all schools. The goal speaks to the provision of a high-quality Tier 1 instructional program for all students. This is the foundation upon which an effective MTSS is built. With a strong and effective Tier 1 program in place, the district will be able to more accurately assess the full range of needs that exist.

### Note:

*In the section below (Measuring and Reporting Results), abbreviations are used for student groups. These include EL (English Learners), FY (Foster Youth), HY (Homeless Youth), SED (Socioeconomically Disadvantaged students), SWD (Students with Disabilities), AA (African American students), AI/AN (American Indian or Alaska Native students), A (Asian students), F (Filipino students), H/L (Hispanic/Latino students), PI (Native Hawaiian or Pacific Islander Students), W (White students), and TOM (Students of Two or More races/Multiracial students).*

*The following section (Actions) includes a column titled 'Contributing' for which each action is categorized as 'Y' or 'N.' A 'Y' in this column indicates that the action is contributing to meeting the increased or improved services requirement as described in the Increased or Improved Services section later in this LCAP. These actions are those that are funded in part or fully by LCFF Supplemental Concentration grant funds and intended to increase or improve services for unduplicated students (English Learners, Foster Youth, Homeless Youth, and Socioeconomically Disadvantaged students).*

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## Measuring and Reporting Results

Metric	Baseline			Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023-24	
2A								
<b>ELA State Assessment</b> Average Distance from 'Standard Met' on English Language Arts (ELA) Smarter Balanced Summative Assessment for grades 3-8 and 11 <b>Source:</b> California School Dashboard Note: Results do not include Charter Schools		<b>18-19</b>	<b>19-20</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24		<b>23-24</b>
	<b>ALL</b>	-21.5	N/A				<b>ALL</b>	-15.6
	<b>EL</b>	-58	N/A				<b>EL</b>	-42.3
	<b>ELO</b>	-100	N/A				<b>ELO</b>	-72.9
	<b>RFEP</b>	10.6	N/A				<b>RFEP</b>	16.6
	<b>FY</b>	-82.3	N/A				<b>FY</b>	-60
	<b>HY</b>	-88.1	N/A				<b>HY</b>	-64.2
	<b>SED</b>	-43.9	N/A				<b>SED</b>	-32
	<b>SWD</b>	-	N/A				<b>SWD</b>	-73.3
	<b>AA</b>	-72.5	N/A				<b>AA</b>	-52.9
	<b>AI</b>	-61.2	N/A				<b>AI</b>	-44.6
	<b>A</b>	-5.4	N/A				<b>A</b>	-3.9
	<b>F</b>	22.6	N/A				<b>F</b>	28.6
	<b>HL</b>	-39.7	N/A				<b>HL</b>	-28.9
<b>PI</b>	-66.1	N/A	<b>PI</b>	-48.2				
<b>W</b>	34.1	N/A	<b>W</b>	40.1				
<b>TOM</b>	3.3	N/A	<b>TOM</b>	9.3				

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Metric	Baseline			Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023-24	
<b>2B</b> <b>Math State Assessment</b> Average Distance from 'Standard Met' on Mathematics Smarter Balanced Summative Assessment for grades 3-8 and 11 <b>Source:</b> California School Dashboard Note: Results do not include Charter Schools		<b>18-19</b>	<b>19-20</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24		<b>23-24</b>
	<b>ALL</b>	-48.8	N/A				<b>ALL</b>	-35.6
	<b>EL</b>	-75.1	N/A				<b>EL</b>	-54.7
	<b>ELO</b>	-112.5	N/A				<b>ELO</b>	-82
	<b>RFEP</b>	-13.9	N/A				<b>RFEP</b>	-10.1
	<b>FY</b>	-116.4	N/A				<b>FY</b>	-84.9
	<b>HY</b>	-122.3	N/A				<b>HY</b>	-89.2
	<b>SED</b>	-70.5	N/A				<b>SED</b>	-51.4
	<b>SWD</b>	-129.1	N/A				<b>SWD</b>	-94.1
	<b>AA</b>	-107	N/A				<b>AA</b>	-78
	<b>AI</b>	-98.6	N/A				<b>AI</b>	-71.9
	<b>A</b>	-19.8	N/A				<b>A</b>	-14.4
	<b>F</b>	-3.2	N/A				<b>F</b>	-2.3
	<b>HL</b>	-69.8	N/A				<b>HL</b>	-50.9
	<b>PI</b>	-91.9	N/A				<b>PI</b>	-67
<b>W</b>	5.1	N/A	<b>W</b>	18.4				
<b>TOM</b>	-21.4	N/A	<b>TOM</b>	-15.6				
<b>2C</b> <b>California Science Test (CAST)</b> Percentage of students Meeting or Exceeding Standards on CAST (Grades 5, 8, 12) <b>Source:</b> CDE Dataquest Reporting Note: Results do not include Charter Schools		<b>18-19</b>	<b>19-20</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24		<b>23-24</b>
	<b>ALL</b>	24.8	N/A				<b>ALL</b>	45
	<b>EL</b>	1.5	N/A				<b>EL</b>	28
	<b>FY</b>	N/A	N/A				<b>FY</b>	33
	<b>HY</b>	8.5	N/A				<b>HY</b>	33
	<b>SED</b>	17.7	N/A				<b>SED</b>	40
	<b>SWD</b>	6.5	N/A				<b>SWD</b>	32
	<b>AA</b>	9.4	N/A				<b>AA</b>	34
	<b>AI</b>	20	N/A				<b>AI</b>	42
	<b>A</b>	31.4	N/A				<b>A</b>	50
	<b>F</b>	36.2	N/A				<b>F</b>	53
	<b>HL</b>	16.6	N/A				<b>HL</b>	39
	<b>PI</b>	10.9	N/A				<b>PI</b>	35
	<b>W</b>	45.6	N/A				<b>W</b>	60
	<b>TOM</b>	35.5	N/A				<b>TOM</b>	53

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Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24												
<p>2D</p> <p><b>English Learner Progress Indicator (ELPI)</b></p> <p>Percentage of English Learners making progress towards proficiency on the English Language Proficiency Assessments for California (ELPAC)</p> <p><b>Source:</b> California School Dashboard</p> <p>Note: Results do not include Charter Schools</p>	<table border="1"> <tr> <td></td> <td><b>19-20</b></td> </tr> <tr> <td>% of ELs decreasing at least 1 ELPI level</td> <td><b>18.5</b></td> </tr> <tr> <td>% of ELs who maintained ELPI Level of 1-3</td> <td><b>37.4</b></td> </tr> <tr> <td>% of ELs who maintained ELPI Level 4</td> <td><b>3.4</b></td> </tr> <tr> <td>% of ELs who progressed at least 1 ELPI Level</td> <td><b>40.6</b></td> </tr> <tr> <td><b>% Making Progress</b></td> <td><b>44.1</b></td> </tr> </table>		<b>19-20</b>	% of ELs decreasing at least 1 ELPI level	<b>18.5</b>	% of ELs who maintained ELPI Level of 1-3	<b>37.4</b>	% of ELs who maintained ELPI Level 4	<b>3.4</b>	% of ELs who progressed at least 1 ELPI Level	<b>40.6</b>	<b>% Making Progress</b>	<b>44.1</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	<p>2023-24:</p> <p>55.6% of ELs will progress at least 1 ELPI Level</p> <p>AND</p> <p>59.1% of ELs overall will make progress</p>
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<p>2E</p> <p><b>Reclassification Rate</b></p> <p>Percentage of English Learners reclassified to Fluent English Proficient (RFEP)</p> <p><b>Source:</b> CDE Dataquest Reporting</p> <p>Note: Results do not include Charter Schools</p>	<p>2018-19: 9.73%</p> <p>2019-20: 10.3%</p>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	<p>2023-24:</p> <p>Reclassification rate will be within .5% of the state reclassification average</p> <p>Rate will be at least 13.3% based on 2019-20 state rate of 13.8%</p>												

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Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24																																																																											
<p>2F</p> <p><b>Long Term English Learners (LTELs)</b></p> <p>Percentage of English Learners that have been classified as ELs for 6+ years</p> <p><b>Source:</b> CDE Dataquest Reporting</p> <p>Note: Results do not include Charter Schools</p>	<table border="1"> <thead> <tr> <th>Grade</th> <th>19-20</th> </tr> </thead> <tbody> <tr> <td>6<sup>th</sup></td> <td>26</td> </tr> <tr> <td>7<sup>th</sup></td> <td>22</td> </tr> <tr> <td>8<sup>th</sup></td> <td>21</td> </tr> <tr> <td>9<sup>th</sup></td> <td>17</td> </tr> <tr> <td>10<sup>th</sup></td> <td>19</td> </tr> <tr> <td>11<sup>th</sup></td> <td>15</td> </tr> <tr> <td>12<sup>th</sup></td> <td>28</td> </tr> </tbody> </table>	Grade	19-20	6 <sup>th</sup>	26	7 <sup>th</sup>	22	8 <sup>th</sup>	21	9 <sup>th</sup>	17	10 <sup>th</sup>	19	11 <sup>th</sup>	15	12 <sup>th</sup>	28	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	<table border="1"> <thead> <tr> <th>Grade</th> <th>19-20</th> </tr> </thead> <tbody> <tr> <td>6<sup>th</sup></td> <td>18</td> </tr> <tr> <td>7<sup>th</sup></td> <td>17</td> </tr> <tr> <td>8<sup>th</sup></td> <td>15</td> </tr> <tr> <td>9<sup>th</sup></td> <td>13</td> </tr> <tr> <td>10<sup>th</sup></td> <td>15</td> </tr> <tr> <td>11<sup>th</sup></td> <td>11</td> </tr> <tr> <td>12<sup>th</sup></td> <td>14</td> </tr> </tbody> </table>	Grade	19-20	6 <sup>th</sup>	18	7 <sup>th</sup>	17	8 <sup>th</sup>	15	9 <sup>th</sup>	13	10 <sup>th</sup>	15	11 <sup>th</sup>	11	12 <sup>th</sup>	14																																											
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<p>2G</p> <p><b>Advanced Placement (AP) Pass Rate 1</b></p> <p>Percentage of students in grades 10-12 that passed at least 1 AP Exam with a score of 3 or more</p> <p><b>Source:</b> CALPADS Reporting (District Analysis)</p> <p>Note: Spring 2020 AP Exams were modified and administered online due to COVID-19</p>	<table border="1"> <thead> <tr> <th></th> <th>18-19</th> <th>19-20</th> </tr> </thead> <tbody> <tr> <td>ALL</td> <td>10.6</td> <td>5.7</td> </tr> <tr> <td>EL</td> <td>4.4</td> <td>2.1</td> </tr> <tr> <td>FY</td> <td>0</td> <td>0.0</td> </tr> <tr> <td>HY</td> <td>1.4</td> <td>0.0</td> </tr> <tr> <td>SED</td> <td>8</td> <td>4.2</td> </tr> <tr> <td>SWD</td> <td>0.4</td> <td>0.7</td> </tr> <tr> <td>AA</td> <td>2.4</td> <td>1.6</td> </tr> <tr> <td>AI</td> <td>1.5</td> <td>0.0</td> </tr> <tr> <td>A</td> <td>16.8</td> <td>9.3</td> </tr> <tr> <td>F</td> <td>17.6</td> <td>8.7</td> </tr> <tr> <td>HL</td> <td>8.9</td> <td>4.4</td> </tr> <tr> <td>PI</td> <td>1.8</td> <td>1.6</td> </tr> <tr> <td>W</td> <td>15.7</td> <td>8.3</td> </tr> <tr> <td>TOM</td> <td>15.1</td> <td>6.9</td> </tr> </tbody> </table>		18-19	19-20	ALL	10.6	5.7	EL	4.4	2.1	FY	0	0.0	HY	1.4	0.0	SED	8	4.2	SWD	0.4	0.7	AA	2.4	1.6	AI	1.5	0.0	A	16.8	9.3	F	17.6	8.7	HL	8.9	4.4	PI	1.8	1.6	W	15.7	8.3	TOM	15.1	6.9	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	<table border="1"> <thead> <tr> <th></th> <th>23-24</th> </tr> </thead> <tbody> <tr> <td>ALL</td> <td>TBD</td> </tr> <tr> <td>EL</td> <td>TBD</td> </tr> <tr> <td>FY</td> <td>TBD</td> </tr> <tr> <td>HY</td> <td>TBD</td> </tr> <tr> <td>SED</td> <td>TBD</td> </tr> <tr> <td>SWD</td> <td>TBD</td> </tr> <tr> <td>AA</td> <td>TBD</td> </tr> <tr> <td>AI</td> <td>TBD</td> </tr> <tr> <td>A</td> <td>TBD</td> </tr> <tr> <td>F</td> <td>TBD</td> </tr> <tr> <td>HL</td> <td>TBD</td> </tr> <tr> <td>PI</td> <td>TBD</td> </tr> <tr> <td>W</td> <td>TBD</td> </tr> <tr> <td>TOM</td> <td>TBD</td> </tr> </tbody> </table>		23-24	ALL	TBD	EL	TBD	FY	TBD	HY	TBD	SED	TBD	SWD	TBD	AA	TBD	AI	TBD	A	TBD	F	TBD	HL	TBD	PI	TBD	W	TBD	TOM	TBD
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<p>2H</p> <p><b>Advanced Placement (AP) Pass Rate 2</b></p> <p>Percentage of ALL Advanced Placement (AP) Exams taken by students in grades 10-12 that were passed with a score of 3 or more</p> <p><b>Source:</b> CDE Dataquest Reporting</p> <p><i>Note: Spring 2020 AP Exams were modified and administered online due to COVID-19</i></p>	<p>2018-19: 43.4%</p> <p>2019-20: 49.9%</p>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	2023-24: 67%																																																																											
<p>2I</p> <p><b>Advanced Placement (AP) Enrollment</b></p> <p>Percentage of students in grades 10-12 enrolled in 1 or more Advanced Placement (AP) classes</p> <p><b>Source:</b> CALPADS Reporting (District Analysis)</p>	<table border="1"> <thead> <tr> <th></th> <th>19-20</th> <th>20-21</th> </tr> </thead> <tbody> <tr><td>ALL</td><td>25.5</td><td>25.4</td></tr> <tr><td>EL</td><td>9.2</td><td>7.2</td></tr> <tr><td>FY</td><td>3.4</td><td>2.5</td></tr> <tr><td>HY</td><td>7.9</td><td>4.2</td></tr> <tr><td>SED</td><td>20.1</td><td>19.7</td></tr> <tr><td>SWD</td><td>2.7</td><td>2.7</td></tr> <tr><td>AA</td><td>12.4</td><td>12.9</td></tr> <tr><td>AI</td><td>15.7</td><td>9.6</td></tr> <tr><td>A</td><td>37.5</td><td>38.9</td></tr> <tr><td>F</td><td>39.1</td><td>39.6</td></tr> <tr><td>HL</td><td>19.9</td><td>18.7</td></tr> <tr><td>PI</td><td>11.4</td><td>11.8</td></tr> <tr><td>W</td><td>34.1</td><td>35</td></tr> <tr><td>TOM</td><td>33.8</td><td>33.5</td></tr> </tbody> </table>		19-20	20-21	ALL	25.5	25.4	EL	9.2	7.2	FY	3.4	2.5	HY	7.9	4.2	SED	20.1	19.7	SWD	2.7	2.7	AA	12.4	12.9	AI	15.7	9.6	A	37.5	38.9	F	39.1	39.6	HL	19.9	18.7	PI	11.4	11.8	W	34.1	35	TOM	33.8	33.5	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	<table border="1"> <thead> <tr> <th></th> <th>23-24</th> </tr> </thead> <tbody> <tr><td>ALL</td><td>TBD</td></tr> <tr><td>EL</td><td>TBD</td></tr> <tr><td>FY</td><td>TBD</td></tr> <tr><td>HY</td><td>TBD</td></tr> <tr><td>SED</td><td>TBD</td></tr> <tr><td>SWD</td><td>TBD</td></tr> <tr><td>AA</td><td>TBD</td></tr> <tr><td>AI</td><td>TBD</td></tr> <tr><td>A</td><td>TBD</td></tr> <tr><td>F</td><td>TBD</td></tr> <tr><td>HL</td><td>TBD</td></tr> <tr><td>PI</td><td>TBD</td></tr> <tr><td>W</td><td>TBD</td></tr> <tr><td>TOM</td><td>TBD</td></tr> </tbody> </table>		23-24	ALL	TBD	EL	TBD	FY	TBD	HY	TBD	SED	TBD	SWD	TBD	AA	TBD	AI	TBD	A	TBD	F	TBD	HL	TBD	PI	TBD	W	TBD	TOM	TBD
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<p>2J</p> <p><b>GATE Identification</b></p> <p>Percentage of first grade students identified for Gifted and Talented Education (GATE) program relative to overall 1<sup>st</sup> grade by student group</p> <p><b>Source:</b> SCUSD Advanced Learning Department</p>	<table border="1"> <thead> <tr> <th rowspan="2">1<sup>st</sup> Grade</th> <th colspan="2">18-19</th> </tr> <tr> <th>All</th> <th>GATE</th> </tr> </thead> <tbody> <tr> <td>ALL</td> <td>N/A</td> <td>12.6</td> </tr> <tr> <td>EL</td> <td>21.2</td> <td>11.2</td> </tr> <tr> <td>FY</td> <td>0.3</td> <td>0.0</td> </tr> <tr> <td>HY</td> <td>0.7</td> <td>0.0</td> </tr> <tr> <td>SED</td> <td>69.0</td> <td>43.2</td> </tr> <tr> <td>SWD</td> <td>14.3</td> <td>6.8</td> </tr> <tr> <td>AA</td> <td>13.8</td> <td>2.9</td> </tr> <tr> <td>AI</td> <td>0.7</td> <td>0.7</td> </tr> <tr> <td>A</td> <td>18.7</td> <td>23.1</td> </tr> <tr> <td>HL</td> <td>39.9</td> <td>24.7</td> </tr> <tr> <td>PI</td> <td>2.1</td> <td>1.1</td> </tr> <tr> <td>W</td> <td>17.3</td> <td>34.1</td> </tr> <tr> <td>TOM</td> <td>7.6</td> <td>13.4</td> </tr> </tbody> </table>	1 <sup>st</sup> Grade	18-19		All	GATE	ALL	N/A	12.6	EL	21.2	11.2	FY	0.3	0.0	HY	0.7	0.0	SED	69.0	43.2	SWD	14.3	6.8	AA	13.8	2.9	AI	0.7	0.7	A	18.7	23.1	HL	39.9	24.7	PI	2.1	1.1	W	17.3	34.1	TOM	7.6	13.4	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	Percentage of students newly identified as GATE during the 1 <sup>st</sup> grade will be comparable to each group's proportion of the overall 1 <sup>st</sup> grade population.
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<p>2K</p> <p><b>GATE Demographics</b></p> <p>Percentage of students in grades 2-12 identified for Gifted and Talented Education (GATE) program relative to overall grade 2-12 student population by student group</p> <p><b>Source:</b> Advanced Learning Department</p>	<table border="1"> <thead> <tr> <th rowspan="2">Grades 2-12</th> <th colspan="2">18-19</th> </tr> <tr> <th>All</th> <th>GATE</th> </tr> </thead> <tbody> <tr> <td>ALL</td> <td>N/A</td> <td>15.0</td> </tr> <tr> <td>EL</td> <td>18.0</td> <td>4.0</td> </tr> <tr> <td>SED</td> <td>60.3</td> <td>8.0</td> </tr> <tr> <td>SWD</td> <td>15.6</td> <td>5.0</td> </tr> <tr> <td>AA</td> <td>13.2</td> <td>4.7</td> </tr> <tr> <td>AI</td> <td>0.5</td> <td>7.6</td> </tr> <tr> <td>A</td> <td>19.2</td> <td>18.4</td> </tr> <tr> <td>HL</td> <td>40.7</td> <td>9.4</td> </tr> <tr> <td>PI</td> <td>2.2</td> <td>5.6</td> </tr> <tr> <td>W</td> <td>16.7</td> <td>29.9</td> </tr> <tr> <td>TOM</td> <td>7.4</td> <td>23.7</td> </tr> </tbody> </table>	Grades 2-12	18-19		All	GATE	ALL	N/A	15.0	EL	18.0	4.0	SED	60.3	8.0	SWD	15.6	5.0	AA	13.2	4.7	AI	0.5	7.6	A	19.2	18.4	HL	40.7	9.4	PI	2.2	5.6	W	16.7	29.9	TOM	7.4	23.7	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	Percentage of students within each student group who are identified as GATE will be comparable to each group's proportion of the overall student population (grades 2-12).
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2L <b>State Standards Implementation Survey</b> Percentage of respondents indicating ‘Fully Implementing’ or ‘Fully Implementing with Sustainability’ by survey domain <b>Source:</b> Local Survey of Administrators		<b>19-20</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24		<b>23-24</b>
	Providing Professional Learning	25				Providing Professional Learning	100
	Identifying Professional Learning Needs	18				Identifying Professional Learning Needs	100
	Providing Standards-Aligned Materials	40				Providing Standards-Aligned Materials	100
	Implementing Standards	26				Implementing Standards	100
	Implementing Policies or Programs to help staff identify areas of improvement	9				Implementing Policies or Programs to help staff identify areas of improvement	100

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<p>2M</p> <p><b>District Common Assessment Participation Rate (Math)</b></p> <p>Percentage of students completing the second Interim District Common Assessment (Math)</p> <p><b>Source:</b> District Analysis</p>	<table border="1"> <thead> <tr> <th></th> <th>20-21</th> </tr> </thead> <tbody> <tr><td>ALL</td><td>24</td></tr> <tr><td>EL</td><td>30</td></tr> <tr><td>FY</td><td>TBD</td></tr> <tr><td>HY</td><td>TBD</td></tr> <tr><td>SED</td><td>24</td></tr> <tr><td>SWD</td><td>18</td></tr> <tr><td>AA</td><td>17</td></tr> <tr><td>AI</td><td>18</td></tr> <tr><td>A</td><td>31</td></tr> <tr><td>HL</td><td>23</td></tr> <tr><td>PI</td><td>22</td></tr> <tr><td>W</td><td>23</td></tr> <tr><td>TOM</td><td>23</td></tr> </tbody> </table> <p><i>Note: the district is currently exploring the use of iReady as an assessment tool. If selected for use as the district's local Math assessment, this metric will be realigned to iReady.</i></p>			20-21	ALL	24	EL	30	FY	TBD	HY	TBD	SED	24	SWD	18	AA	17	AI	18	A	31	HL	23	PI	22	W	23	TOM	23	<p>To be reported in 2021-22</p>	<p>To be reported in 2022-23</p>	<p>To be reported in 2023-24</p>	<table border="1"> <thead> <tr> <th></th> <th>23-24</th> </tr> </thead> <tbody> <tr><td>ALL</td><td>95</td></tr> <tr><td>EL</td><td>95</td></tr> <tr><td>FY</td><td>95</td></tr> <tr><td>HY</td><td>95</td></tr> <tr><td>SED</td><td>95</td></tr> <tr><td>SWD</td><td>95</td></tr> <tr><td>AA</td><td>95</td></tr> <tr><td>AI</td><td>95</td></tr> <tr><td>A</td><td>95</td></tr> <tr><td>F</td><td>95</td></tr> <tr><td>HL</td><td>95</td></tr> <tr><td>PI</td><td>95</td></tr> <tr><td>W</td><td>95</td></tr> <tr><td>TOM</td><td>95</td></tr> </tbody> </table>			23-24	ALL	95	EL	95	FY	95	HY	95	SED	95	SWD	95	AA	95	AI	95	A	95	F	95	HL	95	PI	95	W	95	TOM	95
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Metric	Baseline		Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24	
<p>2N  <b>District Common Assessment Participation Rate (ELA)</b>                      Percentage of students completing the second Interim District Common Assessment for English Language Arts (ELA)  <b>Source:</b> District Analysis</p>		<b>20-21</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24		<b>23-24</b>
	ALL	49				ALL	95
	EL	49				EL	95
	FY	36				FY	95
	HY	31				HY	95
	SED	46				SED	95
	SWD	40				SWD	95
	AA	41				AA	95
	AI	42				AI	95
	A	56				A	95
	HL	47				HL	95
	PI	43				PI	95
	W	52				W	95
	TOM	50				TOM	95
<p><i>Note: the district is currently exploring the use of iReady as an assessment tool. If selected for use as the district's local ELA assessment, this metric will be realigned to iReady.</i></p>							

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Metric	Baseline		Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24	
<p>20</p> <p><b>District Common Assessment Performance (Math)</b></p> <p>Percentage of correct responses on the second Interim District Common Assessment (Math)</p> <p><b>Source:</b> District Analysis</p>		<b>20-21</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24		<b>23-24</b>
	ALL	59				ALL	70
	EL	51				EL	64
	FY	TBD				FY	TBD
	HY	TBD				HY	TBD
	SED	54				SED	66
	SWD	49				SWD	63
	AA	46				AA	61
	AI	53				AI	66
	A	61				A	72
	HL	54				HL	66
	PI	50				PI	64
	W	72				W	80
	TOM	64				TOM	74
<p><i>Note: the district is currently exploring the use of iReady as an assessment tool. If selected for use as the district's local Math assessment, this metric will be realigned to iReady.</i></p>							

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Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24																																																								
<p>2P</p> <p><b>District Common Assessment Performance (ELA)</b></p> <p>Percentage of correct responses on the second Interim District Common Assessment for English Language Arts (ELA)</p> <p><b>Source:</b> District Analysis</p>	<table border="1"> <thead> <tr> <th></th> <th>20-21</th> </tr> </thead> <tbody> <tr><td>ALL</td><td>54</td></tr> <tr><td>EL</td><td>40</td></tr> <tr><td>FY</td><td>40</td></tr> <tr><td>HY</td><td>39</td></tr> <tr><td>SED</td><td>48</td></tr> <tr><td>SWD</td><td>41</td></tr> <tr><td>AA</td><td>44</td></tr> <tr><td>AI</td><td>48</td></tr> <tr><td>A</td><td>56</td></tr> <tr><td>HL</td><td>49</td></tr> <tr><td>PI</td><td>45</td></tr> <tr><td>W</td><td>65</td></tr> <tr><td>TOM</td><td>60</td></tr> </tbody> </table> <p><i>Note: the district is currently exploring the use of iReady as an assessment tool. If selected for use as the district's local ELA assessment, this metric will be realigned to iReady.</i></p>		20-21	ALL	54	EL	40	FY	40	HY	39	SED	48	SWD	41	AA	44	AI	48	A	56	HL	49	PI	45	W	65	TOM	60	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	<table border="1"> <thead> <tr> <th></th> <th>23-24</th> </tr> </thead> <tbody> <tr><td>ALL</td><td>66</td></tr> <tr><td>EL</td><td>56</td></tr> <tr><td>FY</td><td>56</td></tr> <tr><td>HY</td><td>56</td></tr> <tr><td>SED</td><td>62</td></tr> <tr><td>SWD</td><td>57</td></tr> <tr><td>AA</td><td>59</td></tr> <tr><td>AI</td><td>62</td></tr> <tr><td>A</td><td>68</td></tr> <tr><td>HL</td><td>63</td></tr> <tr><td>PI</td><td>60</td></tr> <tr><td>W</td><td>74</td></tr> <tr><td>TOM</td><td>71</td></tr> </tbody> </table>		23-24	ALL	66	EL	56	FY	56	HY	56	SED	62	SWD	57	AA	59	AI	62	A	68	HL	63	PI	60	W	74	TOM	71
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<p>2Q</p> <p><b>Third Grade Reading Proficiency (State Assessment)</b></p> <p>Percentage of third grade students above standard on the Reading-specific domain of the state’s ELA assessment</p> <p><b>Source:</b> California Assessment of Student Performance and Progress (CAASPP)</p> <p>Note: Results do not include Charter Schools</p>	<table border="1"> <thead> <tr> <th></th> <th>18-19</th> </tr> </thead> <tbody> <tr> <td>ALL</td> <td>21.5</td> </tr> <tr> <td>EL</td> <td>4.2</td> </tr> <tr> <td>RFEP</td> <td>29.7</td> </tr> <tr> <td>HY</td> <td>3.6</td> </tr> <tr> <td>SED</td> <td>13.5</td> </tr> <tr> <td>SWD</td> <td>9.4</td> </tr> <tr> <td>AA</td> <td>8.6</td> </tr> <tr> <td>AI</td> <td>7.1</td> </tr> <tr> <td>A</td> <td>21.7</td> </tr> <tr> <td>F</td> <td>37.5</td> </tr> <tr> <td>HL</td> <td>14.8</td> </tr> <tr> <td>PI</td> <td>7.1</td> </tr> <tr> <td>W</td> <td>43.1</td> </tr> <tr> <td>TOM</td> <td>33.9</td> </tr> </tbody> </table>		18-19	ALL	21.5	EL	4.2	RFEP	29.7	HY	3.6	SED	13.5	SWD	9.4	AA	8.6	AI	7.1	A	21.7	F	37.5	HL	14.8	PI	7.1	W	43.1	TOM	33.9		To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	<table border="1"> <thead> <tr> <th></th> <th>23-24</th> </tr> </thead> <tbody> <tr> <td>ALL</td> <td>TBD</td> </tr> <tr> <td>EL</td> <td>TBD</td> </tr> <tr> <td>RFEP</td> <td>TBD</td> </tr> <tr> <td>HY</td> <td>TBD</td> </tr> <tr> <td>SED</td> <td>TBD</td> </tr> <tr> <td>SWD</td> <td>TBD</td> </tr> <tr> <td>AA</td> <td>TBD</td> </tr> <tr> <td>AI</td> <td>TBD</td> </tr> <tr> <td>A</td> <td>TBD</td> </tr> <tr> <td>F</td> <td>TBD</td> </tr> <tr> <td>HL</td> <td>TBD</td> </tr> <tr> <td>PI</td> <td>TBD</td> </tr> <tr> <td>W</td> <td>TBD</td> </tr> <tr> <td>TOM</td> <td>TBD</td> </tr> </tbody> </table>		23-24	ALL	TBD	EL	TBD	RFEP	TBD	HY	TBD	SED	TBD	SWD	TBD	AA	TBD	AI	TBD	A	TBD	F	TBD	HL	TBD	PI	TBD	W	TBD	TOM	TBD
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Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24																														
<p>2R</p> <p><b>Third Grade Reading Proficiency (District Assessment)</b></p> <p>Percentage of students who demonstrate proficiency on the Reading-specific domain of the district’s local ELA assessment</p> <p><b>Source:</b> District Common Assessments</p>	<p><i>Currently, district benchmark assessments measure overall performance in English Language Arts and Math. In 2021-22, staff will develop specific question groups within the ELA assessments to enable specific measurement of reading proficiency. This will allow a baseline to be established for SCUSD’s local assessments in 2021-22.</i></p> <p><i>Note: the district is currently exploring the use of iReady as an assessment tool. If selected for use as the district’s local ELA assessment, this metric will be realigned to iReady</i></p>	<p>To be reported in 2021-22</p>	<p>To be reported in 2022-23</p>	<p>To be reported in 2023-24</p>	<table border="1"> <thead> <tr> <th></th> <th>23-24</th> </tr> </thead> <tbody> <tr> <td>ALL</td> <td>TBD</td> </tr> <tr> <td>EL</td> <td>TBD</td> </tr> <tr> <td>FY</td> <td>TBD</td> </tr> <tr> <td>HY</td> <td>TBD</td> </tr> <tr> <td>SED</td> <td>TBD</td> </tr> <tr> <td>SWD</td> <td>TBD</td> </tr> <tr> <td>AA</td> <td>TBD</td> </tr> <tr> <td>AI</td> <td>TBD</td> </tr> <tr> <td>A</td> <td>TBD</td> </tr> <tr> <td>F</td> <td>TBD</td> </tr> <tr> <td>HL</td> <td>TBD</td> </tr> <tr> <td>PI</td> <td>TBD</td> </tr> <tr> <td>W</td> <td>TBD</td> </tr> <tr> <td>TOM</td> <td>TBD</td> </tr> </tbody> </table>		23-24	ALL	TBD	EL	TBD	FY	TBD	HY	TBD	SED	TBD	SWD	TBD	AA	TBD	AI	TBD	A	TBD	F	TBD	HL	TBD	PI	TBD	W	TBD	TOM	TBD
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Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
<p>2S</p> <p><b>Collaboration Time</b> Percentage of school sites completing collaboration time data collection tool and percentage of school sites confirming explicit use of time to focus on improved outcomes for unduplicated students.</p> <p><b>Source:</b> Site Administrator Responses</p>	<p>Data collection tool to be developed and implemented in 2021-22. Tool will ask sites to describe how collaboration time is used, including how efforts are focused on improved outcomes for unduplicated students.</p> <p>2020-21 Baseline for response rate: 0%</p> <p>2020-21 Baseline for confirmation of explicit use rate: 0%</p>	<p>To be reported in 2021-22</p>	<p>To be reported in 2022-23</p>	<p>To be reported in 2023-24</p>	<p>Response rate: 100%</p> <p>Confirmation of explicit use rate: 100%</p>

## Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Professional Development to support implementation of state standards	Curriculum Coordinators and Training Specialists in the Curriculum and Instruction department will provide teachers and other instructional staff professional development and a wide range of supports for implementation of state standards. Professional Learning will include guidance for the use of grade level scope and sequence plans, administration and analysis of the district's common assessments, and on-site coaching for effective delivery of research-based, standards-aligned instruction. Professional development is anchored in the district's commitment to the practices of Universal Design for Learning (UDL). Staffing includes 24 training specialists and 8 curriculum coordinators.	TBD	Y
2.2	Advanced Learning Programs	Central coordination, support, and professional development to implement Gifted and Talented Education (GATE) instruction and Advanced Placement (AP) course options. Includes the coordination and management of GATE assessment and identification. Staffing includes 1.8 FTE (1 Coordinator, 0.8 Resource Teacher).	TBD	TBD
2.3	Expanded Learning Programs	Youth Development Support Services (YDSS) provides expanded learning programs at 60 school sites. Programs include before school, after school, summer, and intersession learning. Implemented in collaboration with community partners and external providers, staff develop programs at each school site that provide supports including home visits, outreach, referral to resources, online enrichment, small group instruction, tutoring, homework help, and credit recovery/elective courses at high schools. Examples of providers include the Sacramento Chinese Community Services Center and the Boys and Girls Club.	TBD	TBD
2.4	Multisensory Reading Intervention: Curriculum and Training	Expand the accessibility to Sunday reading curriculum and training to all special education instructional staff (including Special Day Class (SDC) teachers and Resource Specialist Program (RSP) teachers) and Curriculum & Instruction coaches. Action includes the coordination of ongoing implementation support.	TBD	N

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Action #	Title	Description	Total Funds	Contributing
2.5	Language Acquisition Programs for English Learners	<p>Implement programs to support language acquisition for English Learners. For the 2021-2022 school year, a training specialist will be assigned to work with all of SCUSD's dual immersion programs. Specific activities will include coordination of grant efforts, the bilingual teacher's network, county meetings, and all immersion site-specific needs and professional learning. The specialist will also work with the Multilingual Office to develop the vertical articulation necessary to create middle school immersion programs and heritage language courses.</p> <p>Over the next three years, new ELD content-area classes and Long-Term EL intervention classes will be added to build Pathways to Multiliteracy, increase the reclassification rate, and improve graduation rates. Staff will seek approval of courses in A-G Pathways, with potential courses including ELD Math II, ELD Geography, ELD Ethnic Studies, Ethnic Studies and Literature.</p> <p><i>Scope TBD</i></p>	TBD	Y
2.6	Professional Learning specific to instruction for English Learners	<p>Provide professional learning to build capacity of the Curriculum and Instruction Office educators by completing the two-year training of LETRS (Language Essentials for Teachers of Reading and Spelling) in 2022, a three-year training of EL Rise in 2023, and on-going training on the ERWC (Expository Reading and Writing Curriculum from the California State University System) in order to promote full implementation of the ELD standards (including foundational skills found in Part III of the standards) across the grade-levels and content areas.</p> <p><i>Scope TBD</i></p>	TBD	Y

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Action #	Title	Description	Total Funds	Contributing
2.7	Pathways to Multiliteracy	<p>For the 2021-2022 school year, the Multilingual Office will roll out its process of awarding world language credit to students who are multiliterate. The Avant World Language Placement Exam will be offered to eligible incoming 9th grade students (who speak a language other than English at home) in order to receive world language credit and ensure appropriate placement, as well as newly enrolled high school students who completed 6th grade in a country whose instruction was in a language other than English. This process will increase the number of students who receive the State Seal of Biliteracy (a CA School Dashboard Indicator), are on-track for graduation and UC/CSU A-G eligibility. Additionally, this process should build world language and heritage language programs (sections and FTE) by appropriately placing our multiliterate students in Advanced Placement (AP) world language courses. The increase in AP enrollement and testing will help to increase college and career readiness for English Learners.</p> <p><i>Scope TBD</i></p>	TBD	Y
2.8	Class Size Reduction (K-3)	<p><i>Reduce class size in the primary grades to 24:1.</i></p> <p><i>FTE TBD</i></p>	TBD	Y
2.9	Additional staffing for high-needs sites	<p><i>Provide additional FTE to high-needs sites across the district to reduce class size and expand access to programs.</i></p> <p><i>FTE TBD</i></p>	TBD	Y
2.10	Weekly Collaboration Time for certificated staff	<p>Provide one hour of time per week for teachers to collaborate with peer on approaches to improving student achievement. Activities during collaborative time include review of student data, assessment of student work, and planning of instruction to meet student needs, in particular the needs of unduplicated students and other target student groups.</p>	TBD	Y
2.11	Restructured Salary Schedule	<p>Maintain a competitive salary and benefit package for certificated staff to increase the district's ability to recruit highly qualified candidates retain experienced teachers, and reduce overall turnover.</p>	TBD	Y

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Action #	Title	Description	Total Funds	Contributing
2.12	Early Childhood Education: Preschool Programs	Provide access to early childhood education for eligible students and families to build a strong foundation for success in elementary school and beyond. Operation of 42 classrooms across the district with approximately 1120 spaces available. Offerings include a combination of state-funded and Head Start-funded programs. Program eligibility is income-based and the location of programs are prioritized to Title-1 designated sites.	TBD	N
2.13	Early Childhood Education: Early/Transitional Kindergarten	Provide early access to Kindergarten for students who meet the state-defined age eligibility. Students enroll in a full year of Early/Transitional Kindergarten programming to build a strong foundation for success in Kindergarten and beyond. Early Kindergarten classrooms will be offered at 10 schools sites for a total of 240 students. Includes small materials budget.	TBD	N
2.14	Literacy, Research, and Project-based Learning Instruction (Secondary Librarians)	Provide students instruction and learning opportunities in research, information literacy, and project-based learning. Ensure coherent programming across sites so all students at targeted grade levels have access to library resources and supports. <i>FTE TBD</i>	TBD	Y
2.15	<i>TBD: Extra and Co-curricular opportunities and Resources</i>	<i>TBD</i>	TBD	TBD
2.16	<i>TBD: Visual and Performing Arts Opportunities</i>	<i>TBD</i>	TBD	Y
2.17	Site-determined, SPSA-based actions to support Goal 2 (Specific to EL Progress)	Supplemental and Concentration Grant funding is allocated to school sites based on their number of low-income students and English Learners. These funds are for actions/strategies that benefit the targeted student groups. Allocations are determined by each school site in their School Plan for Student Achievement (SPSA).	TBD	Y

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Action #	Title	Description	Total Funds	Contributing
2.18	Site-determined, SPSA-based actions to support Goal 2 (Specific to ELA)	Supplemental and Concentration Grant funding is allocated to school sites based on their number of low-income students and English Learners. These funds are for actions/strategies that benefit the targeted student groups. Allocations are determined by each school site in their School Plan for Student Achievement (SPSA).	TBD	Y
2.19	Site-determined, SPSA-based actions to support Goal 2 (Specific to Math)	Supplemental and Concentration Grant funding is allocated to school sites based on their number of low-income students and English Learners. These funds are for actions/strategies that benefit the targeted student groups. Allocations are determined by each school site in their School Plan for Student Achievement (SPSA).	TBD	Y
2.20	Site-determined, SPSA-based actions to support Goal 2 (Specific to other Academic Standards)	Supplemental and Concentration Grant funding is allocated to school sites based on their number of low-income students and English Learners. These funds are for actions/strategies that benefit the targeted student groups. Allocations are determined by each school site in their School Plan for Student Achievement (SPSA).	TBD	Y

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## Goal Analysis [LCAP Year]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

[Respond here]

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

[Respond here]

An explanation of how effective the specific actions were in making progress toward the goal.

[Respond here]

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

[Respond here]

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**



## Goal

Goal #	Description
3	Provide every student the specific academic, behavioral, social-emotional, and mental and physical health supports to meet their individual needs - especially English Learners, Students with Disabilities, Foster Youth, Homeless Youth, African American students, American Indian or Alaska Native students, Native Hawaiian or Pacific Islander students, and other student groups whose outcomes indicate the greatest need – so that all students can remain fully engaged in school and access core instruction.

An explanation of why the LEA has developed this goal.

Analysis of student data from the Dashboard (2019) shows that almost 15% of students were chronically absent during the 2018-19 school year. Data from the 2019-20 school year prior to school closures was comparable, with 11% of students chronically absent through February of 2020. Significant performance gaps exist for multiple student groups including Foster Youth, Homeless Youth, Students with Disabilities, African American Students, American Indian or Alaska Native students, and Native Hawaiian or Pacific Islander students.

The need for targeted services and supports in SCUSD is high and has been increased during the time of school closures and distance learning. In the first part of 2020-21, Student Support and Health Services staff recorded a 31% increase in the number of students served, a 194% increase in home visits, and a 44% increase in the provision of basic needs/services relative to the same time in 2019-20. These services are critical for ensuring that students can remain fully engaged in school both in terms of attendance and receiving the social, emotional, and health supports they need to focus on their academics. Targeted academic supports are critical for ensuring that students are able to fully access core instruction. Where assessments reveal gaps in content or conceptual understanding, targeted intervention can be provided that addresses the need as soon as possible with ongoing monitoring to measure progress.

Stakeholders input has emphasized the importance of providing wrap-around services for students at the individual level, with particular focus on students groups with the highest needs. As with other goals, input has specified that student groups with the highest needs should be called out in the goal. Input has also informed the specific inclusion of multiple forms of support in the goal, with mental and physical health being a key priority across stakeholder groups.

This goal also aligns to the district's current efforts to implement an effective Multi-Tiered System of Supports (MTSS) across all schools. The goal speaks to the provision of effective Tier 2 and 3 supports that are specific to identified student needs. Doing this well is one of the primary reasons the district has used the term 'Data-based decision-making' to describe its MTSS efforts. Effectively using data to identify specific student needs and connecting them to the appropriate resources/services is necessary to ensure their access to standards-aligned instruction (Goal 2) and support them in becoming college and career ready (Goal 1).

*Note:*

*In the section below (Measuring and Reporting Results), abbreviations are used for student groups. These include EL (English Learners), FY (Foster Youth), HY (Homeless Youth), SED (Socioeconomically Disadvantaged students), SWD (Students with Disabilities), AA (African American students),*

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AI/AN (American Indian or Alaska Native students), A (Asian students), F (Filipino students), H/L (Hispanic/Latino students), PI (Native Hawaiian or Pacific Islander Students), W (White students), and TOM (Students of Two or More races/Multiracial students).

The following section (Actions) includes a column titled 'Contributing' for which each action is categorized as 'Y' or 'N.' A 'Y' in this column indicates that the action is contributing to meeting the increased or improved services requirement as described in the Increased or Improved Services section later in this LCAP. These actions are those that are funded in part or fully by LCFF Supplemental Concentration grant funds and intended to increase or improve services for unduplicated students (English Learners, Foster Youth, Homeless Youth, and Socioeconomically Disadvantaged students).

## Measuring and Reporting Results

Metric	Baseline			Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24	
3A								
<b>Attendance Rate</b>		<b>19-20</b>	<b>20-21</b>					<b>23-24</b>
Percentage of students who attended school 96% of the time or more	<b>ALL</b>	60	67	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	<b>ALL</b>	76
	<b>EL</b>	64	62				<b>EL</b>	72
	<b>FY</b>	41	46				<b>FY</b>	61
	<b>HY</b>	N/A	17				<b>HY</b>	39
	<b>SED</b>	57	61				<b>SED</b>	72
	<b>SWD</b>	52	59				<b>SWD</b>	70
	<b>AA</b>	48	47				<b>AA</b>	61
	<b>AI</b>	54	55				<b>AI</b>	67
	<b>A</b>	76	78				<b>A</b>	84
	<b>F</b>	69	83				<b>F</b>	88
	<b>HL</b>	56	63				<b>HL</b>	73
	<b>PI</b>	46	45				<b>PI</b>	60
	<b>W</b>	63	82	<b>W</b>	87			
	<b>TOM</b>	59	71	<b>TOM</b>	79			
<i>Note: Rates are to 2.4.20 for 2019-20 and to 2.25.21 for 2020-21.</i>								

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Metric	Baseline				Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24	
<p>3B</p> <p><b>Chronic Absenteeism Rate</b></p> <p>Percentage of students in grades K-8 who were absent for 10% of more of the total instructional days</p> <p><b>Source:</b> California School Dashboard</p> <p><i>Note: 2018-19 data reflects the 2019 Dashboard. 2019-20 and 2020-21 data are internal analyses. 2019-20 is to 2.28.20. 2020-21 is to 4.5.21.</i></p>		<b>18-19</b>	<b>19-20</b>	<b>20-21</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24		<b>23-24</b>
	<b>ALL</b>	14.8	11	17.8				<b>ALL</b>	8
	<b>EL</b>	11.2	8.3	20.4				<b>EL</b>	6.1
	<b>FY</b>	30.1	21.4	33.8				<b>FY</b>	15.6
	<b>HY</b>	57.9	42.8	63.6				<b>HY</b>	31.2
	<b>SED</b>	18.1	12.4	22.6				<b>SED</b>	9
	<b>SWD</b>	19.8	12.8	24				<b>SWD</b>	9.3
	<b>AA</b>	27.6	20.2	33.5				<b>AA</b>	14.7
	<b>AI</b>	25.7	16.3	25.9				<b>AI</b>	11.9
	<b>A</b>	5.5	4.1	9.9				<b>A</b>	3
	<b>F</b>	7.8	6	8				<b>F</b>	4.4
	<b>HL</b>	16.5	11.8	19.5				<b>HL</b>	8.6
	<b>PI</b>	27.3	18.4	31.3				<b>PI</b>	13.4
	<b>W</b>	8.3	7.9	9				<b>W</b>	5.8
	<b>TOM</b>	14.9	11.1	16.3				<b>TOM</b>	8.1

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Metric	Baseline			Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24																		
<p>3C</p> <p><b>Chronic Absenteeism Interventions</b></p> <p>Percentage of students who are at-risk of being chronically absent and received two or more attendance interventions</p> <p><b>Source:</b> SCUSD Performance Targeted Academic Index (PTAI)</p>	<table border="1"> <thead> <tr> <th></th> <th>19-20</th> <th>20-21</th> </tr> </thead> <tbody> <tr> <td><b>ES (K-6)</b></td> <td>58.6</td> <td>38.8</td> </tr> <tr> <td><b>MS (7-8)</b></td> <td>52.5</td> <td>40.68</td> </tr> <tr> <td><b>HS (9-12)</b></td> <td>48.2</td> <td>37.3</td> </tr> </tbody> </table> <p><i>Note: 2020-21 results are to 3.10.21</i></p>		19-20	20-21	<b>ES (K-6)</b>	58.6	38.8	<b>MS (7-8)</b>	52.5	40.68	<b>HS (9-12)</b>	48.2	37.3	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	<table border="1"> <thead> <tr> <th></th> <th>23-24</th> </tr> </thead> <tbody> <tr> <td><b>ES (K-6)</b></td> <td>55</td> </tr> <tr> <td><b>MS (7-8)</b></td> <td>57</td> </tr> <tr> <td><b>HS (9-12)</b></td> <td>54</td> </tr> </tbody> </table>		23-24	<b>ES (K-6)</b>	55	<b>MS (7-8)</b>	57	<b>HS (9-12)</b>	54
	19-20	20-21																							
<b>ES (K-6)</b>	58.6	38.8																							
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<b>MS (7-8)</b>	57																								
<b>HS (9-12)</b>	54																								
<p>3D</p> <p><b>Attendance Interventions</b></p> <p>Percentage of students who had less than 95.9% attendance, received interventions, and had improved attendance by January 31</p> <p><b>Source:</b> SCUSD Performance Targeted Academic Index (PTAI)</p>	<table border="1"> <thead> <tr> <th></th> <th>19-20</th> <th>20-21</th> </tr> </thead> <tbody> <tr> <td><b>ES (K-6)</b></td> <td>21.4</td> <td>23.8</td> </tr> <tr> <td><b>MS (7-8)</b></td> <td>25.49</td> <td>26.5</td> </tr> <tr> <td><b>HS (9-12)</b></td> <td>29.98</td> <td>19.8</td> </tr> </tbody> </table>		19-20	20-21	<b>ES (K-6)</b>	21.4	23.8	<b>MS (7-8)</b>	25.49	26.5	<b>HS (9-12)</b>	29.98	19.8	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	<table border="1"> <thead> <tr> <th></th> <th>23-24</th> </tr> </thead> <tbody> <tr> <td><b>ES (K-6)</b></td> <td>44</td> </tr> <tr> <td><b>MS (7-8)</b></td> <td>46</td> </tr> <tr> <td><b>HS (9-12)</b></td> <td>42</td> </tr> </tbody> </table>		23-24	<b>ES (K-6)</b>	44	<b>MS (7-8)</b>	46	<b>HS (9-12)</b>	42
	19-20	20-21																							
<b>ES (K-6)</b>	21.4	23.8																							
<b>MS (7-8)</b>	25.49	26.5																							
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<b>HS (9-12)</b>	42																								

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Metric	Baseline		Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24	
<p>3E</p> <p><b>Provision of Responsive Services</b></p> <p>Percentage of students who met an Attendance/Behavior indicator zone in the Early Identification and Intervention System (EIS) and had response services</p> <p><b>Source:</b> SCUSD EIS (Indicator 14620)</p> <p><i>Note: 2020-21 data is to 4.5.21</i></p>		<b>19-20</b>	<b>20-21</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	<p>For 2023-24, 100% of identified Homeless and Foster Youth will be provided responsive services. For all other groups, increases in support are dependent on staffing capacity. If current staffing levels are unchanged, service rates will be maintained, with the goal of increasing the level of service for those student groups with the most students in the ‘purple’ zone. If staffing levels are increased, targets will be established reflecting the increased staffing capacity.</p>
	<b>ALL</b>	35.7	29.6				
	<b>EL</b>	51.6	42.6				
	<b>FY</b>	86.6	94.3				
	<b>HY</b>	74.1	95.2				
	<b>SED</b>	42.7	36.8				
	<b>SWD</b>	37.9	34.3				
	<b>AA</b>	42.9	39.4				
	<b>AI</b>	43.8	38.5				
	<b>A</b>	41.7	31				
	<b>F</b>	25.3	19.9				
	<b>HL</b>	40.5	33.8				
	<b>PI</b>	48.5	45.4				
<b>W</b>	15.8	12.1					
<b>TOM</b>	25	20.2					

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Metric	Baseline			Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023-24	
<b>3F</b> <b>High School Drop-out Rate</b> Percentage of students in the 4-year adjusted cohort who drop out of high school <b>Source:</b> CDE Dataquest Reporting  Note: Results do not include Charter Schools		<b>18-19</b>	<b>19-20</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24		<b>23-24</b>
	<b>ALL</b>	7.6	6.2				<b>ALL</b>	4.5
	<b>EL</b>	10	13				<b>EL</b>	9.5
	<b>FY</b>	37.5	16.7				<b>FY</b>	12.2
	<b>HY</b>	22.8	22.1				<b>HY</b>	16.1
	<b>SED</b>	8.4	6.9				<b>SED</b>	5
	<b>SWD</b>	10.3	7.8				<b>SWD</b>	5.7
	<b>AA</b>	14.6	9.7				<b>AA</b>	7.1
	<b>AI</b>	9.1	12.5				<b>AI</b>	9.1
	<b>A</b>	4.4	2.5				<b>A</b>	1.8
	<b>F</b>	0	0				<b>F</b>	0
	<b>HL</b>	7.4	7.6				<b>HL</b>	5.5
	<b>PI</b>	4.3	14.3				<b>PI</b>	10.4
	<b>W</b>	6.1	2.6				<b>W</b>	1.9
<b>TOM</b>	8.6	8.4	<b>TOM</b>	6.1				
<b>3G</b> <b>Middle School Drop-out Rate</b> Percentage of students in grades 7 and 8 who dropped out of school  <b>Source:</b> CALPADS Reporting (District Analysis)		<b>18-19</b>	<b>19-20</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24		<b>23-24</b>
	<b>ALL</b>	0.1	0.06				<b>ALL</b>	0
	<b>EL</b>	0.1	0				<b>EL</b>	0
	<b>FY</b>	0	0				<b>FY</b>	0
	<b>HY</b>	0	2.5				<b>HY</b>	0
	<b>SED</b>	0.04	0.08				<b>SED</b>	0
	<b>SWD</b>	0.1	0				<b>SWD</b>	0
	<b>AA</b>	0.1	0.11				<b>AA</b>	0
	<b>AI</b>	0	0				<b>AI</b>	0
	<b>A</b>	0.1	0				<b>A</b>	0
	<b>F</b>	0.9	0				<b>F</b>	0
	<b>HL</b>	0.1	0.07				<b>HL</b>	0
	<b>PI</b>	0	0				<b>PI</b>	0
	<b>W</b>	0	0.08				<b>W</b>	0
<b>TOM</b>	0.2	0	<b>TOM</b>	0				

## Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Foster Youth Services	Foster Youth Services (FYS) staff provide an array of supports for Foster Youth and families through a case management model. Support includes regular check-ins in students, connection to academic supports including tutoring, monitoring of attendance/engagement, referral to social, emotional, and other health services, and empowerment of student voice. Staffing includes 8.0 FTE (1 Coordinator, 5 Program Associates (2 Elementary, 1 Middle, and 1 High School), 1 case manager/community school liaison, and 1 clerk).	TBD	Y
3.2	Homeless Youth Services	Homeless Services staff provide direct support for Homeless Youth and families in compliance with state and federal requirements. This includes identification and documentation for eligible services; enrollment and attendance support; referrals for eligible services including free meals, transportation, Title 1, and other district, state, and federal programs; referrals to social, emotional, and health services; intervention and outreach; referrals to community services; dispute resolution; and training/support for staff. Staff strive to facilitate a systemic approach by developing collective ownership and effective collaboration across the district in service of Homeless Youth and families. Staffing includes 2.0 FTE (1 Homeless Program Coordinator and 1 Social Worker) and 1 per diem Youth and Family Mental Health Advocate.	TBD	N
3.3	School Psychologists (Base)	School psychologists conduct special education assessments, serve as a member of Student Success Team (SST) to support the recommendation of appropriate academic and social emotional interventions and accommodations needed for students to fully access instruction and achieve learning goals.  <i>FTE TBD</i>	TBD	N

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Action #	Title	Description	Total Funds	Contributing
3.4	School Psychologists (Supplemental)	Maintain expanded capacity of School Psychologist team, particularly for those students who are unduplicated and have an identified disability as well as unduplicated students with other identified learning needs. Provide behavior intervention services and educationally related mental health services. <i>FTE TBD</i>	TBD	Y
3.5	Instructional Assistants	Provide students with disabilities specific supports as identified in their Individualized Education Program (IEP). <i>FTE TBD</i>	TBD	N
3.6	<i>TBD</i>	<i>Social Workers specific to Special Education</i>	TBD	TBD
3.7	<i>TBD: Actions to support achievement of students with disabilities</i>	<i>TBD</i>	TBD	TBD
3.8	Intervention and Supports specific to English Learners	The Multilingual Office, under the direction of the Curriculum and Instruction Department, currently operates with one coordinator, four training specialists, and two classified staff. A director will be hired within the 2021-2022 school year in order to provide and grow the services offered to English learners and their learning partners. This will include the addition of world languages to the work of the Office and responsibility for presenting professional learning framed in Universal Design for Learning, addressing the Federal Program Monitoring findings for administrative and site teams, on-going coaching and teacher professional learning, and designing an English Learner Master Plan to be approved by the Board in the 2021-2022 school year.  The Multilingual Literacy Office will develop student videos in our top five languages (at the elementary and secondary level) to welcome students to our district, affirm the assets of being multilingual, provide an overview of reclassification, and introduction to the ELPAC assessment. This series will be housed on the district and Multilingual Literacy website by the 2022-2023 school year.	TBD	Y



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Action #	Title	Description	Total Funds	Contributing
3.9	Health Services: School Nurses and Immunization Clinic	<p>Nurses are key components of the district's wrap-around health services for students. In addition to responding to the immediate health needs of individual students, they lead the district's efforts to proactively identify physical and mental health needs and provide or connect students and families to the appropriate services and resources. Nurses also engage in outreach to provide important health information and education to students and families.</p> <p>Services will be provided by 1 Health Services Coordinator and 26 school nurses (24.1 FTE). School nurses include a lead school nurse, a vision and hearing team (2 FTE), a Special Education Preschool Assessment Team (2 FTE), and an Adult Education nurse.</p>	TBD	Y
3.10	Be HERE! Program to reduce Chronic Absenteeism	<p>Support school sites in focused efforts to reduce chronic absenteeism. Best practices that are supported include the regular meeting of attendance teams, data-based goal setting, development of attendance-specific MTSS structures, student case management, and participation in a monthly peer network. SCUSD was awarded 3 years of funding as part of Cohort 4 of the Learning Communities for School Success Program (LCSSP) state grant. With this funding, the goal is to scale Be Here! Efforts up to all SCUSD schools.</p> <p>The Attendance and Engagement Office staffing includes: 1 student Services Supervisor who oversees truancy, a restorative School Attendance Review Board (SARB) process, and support for connectivity including hotspots and chromebooks. 1 Student Family and support specialist who oversees the home check-in program, creates and delivers professional development, and collaborates closely with the Connect Center, Homeless Youth Services, and Special Education to ensure cohesive programming for target student groups. 7 Child Welfare and Attendance (CWA) specialists directly supports sites leadership teams to address attendance and engagement within the MTSS framework. This includes coaching to review data, conduct outreach, and develop and implement interventions.</p>	TBD	N

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Action #	Title	Description	Total Funds	Contributing
3.11	Student Support: Central Connect Center and Site-based Student Support Centers	<p>The Connect Center serves as a critical hub in the districtwide effort to monitor and address mental health needs. Staff provide students and families a centralized access point for support services including, but not limited to, counseling referrals, mental health/behavioral consultations, suicide risk response and intervention, and attendance interventions. The Connect Center staffing includes 6.0 FTE (1 Coordinator, 3 Social Workers, 1 Student/Family Support Specialist, and 1 Family Youth Advocate). 29 schools have site-specific Student Support Centers. These are grant and site-funded and serve as local hubs to coordinate a range of services. The Connect Center primarily supports those school sites without Student Support Centers.</p> <p><i>Note: Some schools sites fund additional resources for site-based Student Support Centers through their SPSA-based allocations.</i></p>	TBD	Y
3.12	Enrollment Center	<p>The Enrollment Center provides a centralized gateway for families and students transitioning into the district or between school sites. In addition to enrollment support, available services include the immunization clinic, translation, family services, a summer feeding program, and referral to supports to families in transition.</p>	TBD	Y

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Action #	Title	Description	Total Funds	Contributing
3.13	Summer programming to address learning loss	<p>Summer Matters @SCUSD is a summer learning program to accelerate classroom learning, giving students opportunities to reconnect with the learning communities that will be critical to their own healing and academic success. Activities will be offered five days a week for five weeks from June 28 through July 30, 2021. Tentatively 28 elementary, five middle and all 15 SCUSD high schools will host summer programs. The final number of sites will depend on CBO capacity, availability of staff, and interest from families.</p> <p>During the morning hours, students will participate in academics and physical education. Enrichment activities such as art, dance, music, and STEM programming will be held in the afternoon hours. Each day will open with a social and emotional (SEL) welcoming, a daily skill-builder following a weekly theme. Staff from Community-Based Organizations will provide classroom instruction while Credentialed teachers pull out groups of three to four students for high-dosage tutoring sessions of 45 minutes. The day will end with an SEL closing.</p> <p>High School juniors and seniors will have the opportunity to work as paid interns (Summer Ambassadors/Peer Mentors) to support programs at elementary and middle school sites. Online credit recovery will be available at every SCUSD high with both in-person and distance options will available for students. In-person programming at every high school during the same time period may also include 9<sup>th</sup> and 10<sup>th</sup> grade Bridge Programs and Math and AP Success Camps, depending on the site needs and capacity.</p>	TBD	TBD
3.14	<i>TBD: Grade Level Readiness Intervention</i>	<i>TBD</i>	TBD	TBD

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Action #	Title	Description	Total Funds	Contributing
3.15	American Indian Education Program (AIEP)	This program addresses the unique cultural, language, and educationally-related academic needs of American Indian and Alaska Native students. The services provided are tutoring, reading groups and classroom visits, cultural programs and events, college prep programs, scholarship writing, student support and advocacy, and milestone celebrations. The AIEP serves students in grades K-12 throughout the district.	TBD	N
3.16	Tobacco Use Prevention Education (TUPE) Program	Educate students on the dangers of tobacco use and the impact on themselves and their community. Students have the opportunity to participate in meaningful, social gatherings with peers to actively engage and give feedback on school site initiatives around tobacco, drug, and alcohol usage. Services include prevention programs, intervention, and cessation support.	TBD	N
3.17	Site-determined, SPSA-based actions to support Goal 3	Supplemental and Concentration Grant funding is allocated to school sites based on their number of low-income students and English Learners. These funds are for actions/strategies that benefit the targeted student groups. Allocations are determined by each school site in their School Plan for Student Achievement (SPSA).	TBD	Y

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## Goal Analysis [LCAP Year]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

[Respond here]

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

[Respond here]

An explanation of how effective the specific actions were in making progress toward the goal.

[Respond here]

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

[Respond here]

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**

## Goal

Goal #	Description
4	School and classroom learning environments will become safer, more inclusive, and more culturally competent through the active dismantling of inequitable and discriminatory systems affecting BIPOC students, Students with Disabilities, English Learners, Foster Youth, and Homeless Youth.

An explanation of why the LEA has developed this goal.

Analysis of student data shows that SCUSD's Suspension Rate (5.6% on the 2019 Dashboard) is above the state average (3.4%) and that disproportionately high rates persist for multiple student groups including Foster Youth, Homeless Youth, Students with Disabilities, African American Students, and American Indian or Alaska Native students. Results from the district's fall 2020 School Climate Survey shows that about 70% of students answered positively for questions assessing perception of safety and belongingness.

This goal closely aligns to the district's stated Core Value: *We recognize that our system is inequitable by design and we vigilantly work to confront and interrupt inequities that exist to level the playing field and provide opportunities for everyone to learn, grow, and reach their greatness.*

The need to confront and interrupt inequitable and discriminatory systems has also been emphasized over time through stakeholder input. Stakeholders have more recently indicated that beyond confronting and interrupting inequities, aspects of the system that are inequitable and/or discriminatory must be dismantled. As with other goals, stakeholders have prioritized the specific identification of student groups most affected.

### Note:

*In the section below (Measuring and Reporting Results), abbreviations are used for student groups. These include EL (English Learners), FY (Foster Youth), HY (Homeless Youth), SED (Socioeconomically Disadvantaged students), SWD (Students with Disabilities), AA (African American students), AI/AN (American Indian or Alaska Native students), A (Asian students), F (Filipino students), H/L (Hispanic/Latino students), PI (Native Hawaiian or Pacific Islander Students), W (White students), and TOM (Students of Two or More races/Multiracial students).*

*The following section (Actions) includes a column titled 'Contributing' for which each action is categorized as 'Y' or 'N.' A 'Y' in this column indicates that the action is contributing to meeting the increased or improved services requirement as described in the Increased or Improved Services section later in this LCAP. These actions are those that are funded in part or fully by LCFF Supplemental Concentration grant funds and intended to increase or improve services for unduplicated students (English Learners, Foster Youth, Homeless Youth, and Socioeconomically Disadvantaged students).*

## Measuring and Reporting Results

Metric	Baseline				Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24	
<b>4A</b> <b>Suspension Rate</b> Percentage of students suspended 1 or more times during the school year <b>Source:</b> California School Dashboard <i>Note: 2018-19 data reflects the 2019 Dashboard. 2019-20 data is from CDE Dataquest reporting.</i>		<b>18-19</b>	<b>19-20</b>	<b>20-21</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24		<b>23-24</b>
	<b>ALL</b>	5.6	3.7	TBD				<b>ALL</b>	2.7
	<b>EL</b>	3.7	2.3	TBD				<b>EL</b>	1.7
	<b>FY</b>	21.2	13.5	TBD				<b>FY</b>	9.8
	<b>HY</b>	12.2	6.4	TBD				<b>HY</b>	4.7
	<b>SED</b>	6.8	4.5	TBD				<b>SED</b>	3.3
	<b>SWD</b>	10	6.7	TBD				<b>SWD</b>	4.9
	<b>AA</b>	14.6	10.3	TBD				<b>AA</b>	7.5
	<b>AI</b>	8	3.0	TBD				<b>AI</b>	2.2
	<b>A</b>	1.6	1.0	TBD				<b>A</b>	0.7
	<b>F</b>	3	1.3	TBD				<b>F</b>	0.9
	<b>HL</b>	5.4	3.3	TBD				<b>HL</b>	2.4
	<b>PI</b>	6.4	3.8	TBD				<b>PI</b>	2.8
	<b>W</b>	2.9	2.1	TBD				<b>W</b>	1.5
<b>TOM</b>	4.9	4.2	TBD	<b>TOM</b>	3.1				

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Metric	Baseline		Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24											
<p>4B</p> <p><b>Suspension Disproportionality</b></p> <p>Percentage of students with 1 more suspension whose student groups are disproportionately represented* among all suspended students.</p> <p><b>Source:</b> CDE Dataquest</p> <p><i>*Includes African American and American Indian or Alaska Native students as established in 2017-18 metric.</i></p>	<table border="1"> <thead> <tr> <th>Grade</th> <th>% of Suspended Students</th> </tr> </thead> <tbody> <tr> <td>All</td> <td>39.2</td> </tr> <tr> <td>K-3</td> <td>51.5</td> </tr> <tr> <td>4-6</td> <td>37.7</td> </tr> <tr> <td>7-8</td> <td>35</td> </tr> <tr> <td>9-12</td> <td>40.1</td> </tr> </tbody> </table>	Grade	% of Suspended Students	All	39.2	K-3	51.5	4-6	37.7	7-8	35	9-12	40.1				
Grade	% of Suspended Students																
All	39.2																
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	<table border="1"> <thead> <tr> <th>Grade</th> <th>% of Total Enrollment</th> </tr> </thead> <tbody> <tr> <td>All</td> <td>14.7</td> </tr> <tr> <td>K-3</td> <td>13.4</td> </tr> <tr> <td>4-6</td> <td>14.9</td> </tr> <tr> <td>7-8</td> <td>14.4</td> </tr> <tr> <td>9-12</td> <td>16</td> </tr> </tbody> </table>	Grade	% of Total Enrollment	All	14.7	K-3	13.4	4-6	14.9	7-8	14.4	9-12	16	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	The desired outcome for this metric is to eliminate all disproportionality in suspension. This would result in African American and American Indian or Alaska Native students making up a percentage of all suspended students that is reflective of their proportional representation in the total student population.
Grade	% of Total Enrollment																
All	14.7																
K-3	13.4																
4-6	14.9																
7-8	14.4																
9-12	16																



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Metric	Baseline			Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24	
<b>4C</b> <b>Expulsion Rate</b> Percentage of students expelled at any time during the school year <b>Source:</b> CDE Dataquest		<b>18-19</b>	<b>19-20</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24		<b>23-24</b>
<b>ALL</b>	0.04	0.01	<b>ALL</b>				0	
<b>EL</b>	0.01	0.01	<b>EL</b>				0	
<b>FY</b>	0.56	0	<b>FY</b>				0	
<b>HY</b>	0.19	0	<b>HY</b>				0	
<b>SED</b>	0.04	0.02	<b>SED</b>				0	
<b>SWD</b>	0.06	0.01	<b>SWD</b>				0	
<b>AA</b>	0.12	0.03	<b>AA</b>				0	
<b>AI</b>	0	0.42	<b>AI</b>				0	
<b>A</b>	0	0.03	<b>A</b>				0	
<b>F</b>	0	0	<b>F</b>				0	
<b>HL</b>	0.04	0.01	<b>HL</b>				0	
<b>PI</b>	0	0	<b>PI</b>				0	
<b>W</b>	0.04	0	<b>W</b>				0	
<b>TOM</b>	0	0	<b>TOM</b>	0				

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Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24			
<b>4D</b> <b>School Climate Survey</b> Percentage of positive responses in the areas of ‘safety’ and ‘connectedness’ (Belonging) <b>Source:</b> Local Climate Survey <i>Note: Results shown are from the School Climate Survey administered to students only in Fall 2020. Results from the Spring 2021 survey will be used as the baseline when available.</i>	<b>2020-21</b>		To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	<b>2023-24</b>		
		Safety				Connect	Safety	Connect
	<b>ALL</b>	73				72	80	80
	<b>EL</b>	66				65	75	74
	<b>FY</b>	75				74	82	81
	<b>HY</b>	64				64	74	74
	<b>SED</b>	71				69	79	77
	<b>SWD</b>	67				68	76	77
	<b>AA</b>	68				68	77	77
	<b>AI</b>	74				69	81	77
	<b>A</b>	71				68	79	77
	<b>F</b>	73				74	80	81
	<b>HL</b>	73				71	80	79
	<b>PI</b>	71				68	79	77
	<b>W</b>	79				78	85	84
	<b>TOM</b>	75				75	82	82
	<b>K-6</b>	74				77	81	83
	<b>K-8</b>	77				78	83	84
	<b>MS</b>	77				76	83	83
	<b>LG HS</b>	69				65	77	74
<b>SM HS</b>	75	73	82	80				
<b>Teachers</b>	63	78	73	84				
<b>Family</b>	92	90	94	93				

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Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
<p>4E</p> <p><b>Anti-bias/Anti-racist Professional Learning for staff</b></p> <p>Percentage of staff who have completed identified anti-bias/anti-racist (including implicit bias) professional learning components.</p> <p><b>Source:</b> Curriculum &amp; Instruction department</p>	<p>2020-21</p> <p>Leadership (Site and Central): 95%</p> <p>Teachers: 0%</p> <p>Support Staff: 0%</p>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	<p>2023-24:</p> <p>Leadership (Site and Central): 100%</p> <p>Teachers: 100%</p> <p>Support Staff: 100%</p>

## Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Social Emotional Learning (SEL) integration	Support students and staff to integrate Social Emotional Learning (SEL) into schools and classrooms. Build competency in self-management, self-awareness, responsible decision-making, relationship skills, social awareness, and growth mindset to help staff and students engage in learning communities that are safe positive, inclusive, and welcoming. One (1) SEL Director and five (5) Training Specialists provide professional learning opportunities to school sites, coaching support to the site leadership team, and direct support for implementation of SEL programs integrated into academics and climate goals. SEL is aligned to the Multi-Tiered System of Supports (MTSS) framework and foundational to the Universal Tier (Tier 1) of support for ALL students.	TBD	Y

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Action #	Title	Description	Total Funds	Contributing
4.2	Positive Behavioral Intervention and Supports (PBIS) implementation	<p>Promote positive school climate by encouraging positive student behaviors. Support for schools to effectively implement a PBIS framework focused on proactively intervening with an emphasis on prevention and instruction rather than punitive discipline. Efforts are aligned to the district's overall MTSS framework implementation and implemented by a 1.0 FTE PBIS Coach.</p> <p><i>Hold for potential activities: Additional, targeted support for the 25 schools in Cohort 1 (Year 2) of MTSS implementation. Accelerate PBIS training to support full launch of PBIS. Key training activities will include development of schoolwide behavior expectations, creation of lesson plans for schoolwide expectations, defining major vs. minor behavior issues, development of behavior management processes, and creation of acknowledgement system for students and staff.</i></p> <p><i>Potential short-term scope: TBD</i></p>	TBD	Y
4.3	Bullying Prevention Training, Intervention, and Response	<p>Develop and deliver training to school sites, provide direct response and intervention for bullying incidents, and collaborate with constituent services and the Student Hearing and Placement Department. Staffing includes a 1.0 FTE Position (Bullying Prevention Specialist) that works closely with Constituent Services and Student Support and Health Services to align with Social Emotional Learning (SEL) and Positive Behavioral Intervention and Supports (PBIS) efforts.</p>	TBD	N

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Action #	Title	Description	Total Funds	Contributing
4.4	Anti-bias/Anti-racism Professional Learning	To actualize equity, access, and social justice for all students, especially those who are most marginalized and impacted by systemic racism, the district aims to provide on-going professional learning opportunities for all staff. Professional learning that deepens self-awareness and anti-racist capacity will ensure that there is common district messaging, understanding, and approach to dismantling systemic policies and practices that perpetuate disparate and disproportionate student outcomes. Anti-bias/Anti-racism professional learning to include, but not be limited to the following topics: Racial/cultural identities & stereotypes, implicit bias, microaggressions, dynamics of privilege & power, cultural competency and cultural humility, dismantling systems of oppression and racism, and restorative justice principles & practices. Learning will leverage existing Social Emotional Learning (SEL) skills (empathy, perspective-taking, respect for diversity, and growth mindset) & restorative practices (community and relationship-building) as a grounding for entering brave spaces of sustained discomfort and allowing professional learning on Anti-bias/Anti-racism to go much deeper and serve as a catalyst for systemic change.	TBD	TBD
4.5	Site-determined, SPSA-based actions to support Goal 4 (Broad School Climate)	Supplemental and Concentration Grant funding is allocated to school sites based on their number of low-income students and English Learners. These funds are for actions/strategies that benefit the targeted student groups. Allocations are determined by each school site in their School Plan for Student Achievement (SPSA).	TBD	Y
4.6	Site-determined, SPSA-based actions to support Goal 4 (Suspension-specific)	Supplemental and Concentration Grant funding is allocated to school sites based on their number of low-income students and English Learners. These funds are for actions/strategies that benefit the targeted student groups. Allocations are determined by each school site in their School Plan for Student Achievement (SPSA).	TBD	Y

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## Goal Analysis [LCAP Year]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

[Respond here]

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

[Respond here]

An explanation of how effective the specific actions were in making progress toward the goal.

[Respond here]

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

[Respond here]

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**

## Goal

Goal #	Description
5	Parents, families, community stakeholders, and students will be engaged and empowered as partners in teaching and learning through effective communication, capacity building, and collaborative decision-making.

An explanation of why the LEA has developed this goal.

Analysis of data shows that this goal remains very relevant for the next three years and beyond. Results from the parent involvement survey that were reported on the 2019 dashboard indicated significant need for improvement across all domains (Building relationships between school staff and families, Building partnerships for student outcomes, and Seeking input for decision-making). On all elements within each of the three domains, the average response was 1 (Exploration and Research Phase) or 2 (Beginning Development) out of a possible 5. The district's goal is to reach Full Implementation and Sustainability (5) in each of these areas.

This goal builds upon the district's previous goal focused on stakeholder engagement. Stakeholder input has continued to reaffirm the importance of engaging and empowering community members as partners in teaching and learning. Specific input in the recent year led to the incorporation of 'students' into the list of key groups to be engaged as partners. Students emphasized the need for more explicit support to become empowered as agents in charge of their own learning. The goal statement also was expanded to include communication, capacity building, and collaborative decision-making as specific areas that can support increased engagement and empowerment. While these priorities existed prior to the pandemic, the experience of stakeholders during school closures further highlighted their importance. The importance of regular and clear communication (including translation and interpretation where needed), structured opportunities for stakeholders to build capacity, and authentic opportunities to provide input and engage in the decision-making process was more evident as the district faced disconnection and increased needs for support.

The following section (Actions) includes a column titled 'Contributing' for which each action is categorized as 'Y' or 'N.' A 'Y' in this column indicates that the action is contributing to meeting the increased or improved services requirement as described in the Increased or Improved Services section later in this LCAP. These actions are those that are funded in part or fully by LCFF Supplemental Concentration grant funds and intended to increase or improve services for unduplicated students (English Learners, Foster Youth, Homeless Youth, and Socioeconomically Disadvantaged students).

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## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24						
<p>5A</p> <p><b>Parent Teacher Home Visits (PTHVs)</b></p> <p>Number of PTHVs conducted by staff across all school sites</p> <p><b>Source:</b> Family and Community Engagement (FACE) Department</p>	<p>2018-19: 1260</p> <p>2019-20: 971*</p> <p>2020-21: 2,834**</p> <p><i>*Note: 2019-20 data reflects visits through 2.28.20.</i></p> <p><i>**2020-21 data reflects Bridge (virtual) visits conducted through 3.25.21</i></p>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	<p>2023-24: 3,560</p> <p>(Desired outcome of 3,560 visits would represent 15% of the eligible population at PTHV sites)</p>						
<p>5B</p> <p><b>Parent Teacher Home Visits (PTHVs)</b></p> <p>Percentage of participating sites completing a PTHV for at least 10% of all students.</p> <p><b>Source:</b> Family and Community Engagement (FACE) Department</p>	<p>2020-21</p> <table border="1"> <tr> <td>Number of Participating Sites</td> <td><b>40</b></td> </tr> <tr> <td>Number of Sites reaching 10% threshold</td> <td><b>15</b></td> </tr> <tr> <td>Percentage of Sites reaching threshold</td> <td><b>38</b></td> </tr> </table>	Number of Participating Sites	<b>40</b>	Number of Sites reaching 10% threshold	<b>15</b>	Percentage of Sites reaching threshold	<b>38</b>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	<p>2023-24: 100%</p> <p>(100% of participating sites will meet the 10% participation threshold)</p>
Number of Participating Sites	<b>40</b>										
Number of Sites reaching 10% threshold	<b>15</b>										
Percentage of Sites reaching threshold	<b>38</b>										



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Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
<p>5C</p> <p><b>DELAC representation</b></p> <p>Percentage of schools with an English Learner Advisory Committee (ELAC) who send a representative to at least 1 District English Learner Advisory Committee (DELAC) Meeting</p> <p><b>Source:</b> Multilingual Literacy Department</p>	<p>2018-19: 41%</p> <p>2019-20: 47%</p> <p>2020-21: TBD</p>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	2023-24: 100%
<p>5D</p> <p><b>ELAC Operation</b></p> <p>Percentage of schools with an English Learner Advisory Committee (ELAC) who have evidence of regular meetings and their election process posted to their school website.</p> <p><b>Source:</b> Multilingual Literacy Department</p>	<p>2020-21</p> <p>Percentage:</p> <p>Total number of schools with an ELAC:</p>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	2023-24: 100%

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Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
5E <b>CAC Attendance</b> Average number of attendees at Community Advisory Committee (CAC) meetings/workshops <b>Source:</b> Special Education Department	2018-19: 24.5 2019-20: 25 2020-21: TBD	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	2023-24:

## DRAFT SCUSD LCAP 2021-22: 5.13.21

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
<p>5F <b>Parent Leadership Pathway Workshop (PLPW) Participation</b></p> <p>Number of participating schools and Number of total participant sign-ins</p> <p><b>Source:</b> Family and Community Engagement (FACE) Department</p>	<p>Number of participating schools: 2018-19: 21 2019-20: 9 2020-21: See below</p> <p>Number of total participant sign-ins: 2018-19: 2114 2019-20: 992*</p> <p>2020-21: During distance learning, the FACE department shifted efforts to developing a range of parent support materials and capacity-building workshops. PLPW implementation will resume in full in 2021-22.</p> <p><i>*Note: Data for 2019-20 is through 2.25.20</i></p>	<p>To be reported in 2021-22</p>	<p>To be reported in 2022-23</p>	<p>To be reported in 2023-24</p>	<p>Number of participating schools 2023-24:</p> <p>Number of total participant sign-ins: 2023-24:</p>

## DRAFT SCUSD LCAP 2021-22: 5.13.21

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
<b>5G</b> <b>School Site Council (SSC) Support</b> Percentage of School Site Councils provided updated training. <b>Source:</b> State and Federal Programs Department	SSC training has occurred during 2020-21, but the baseline for this metric is set at zero to reflect the intent to provide all sites updated training as part of the new, three-year cycle.	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	100% of school site councils will be provided updated training during the 2021-22 to 2023-24 time period.

## Actions

Action #	Title	Description	Total Funds	Contributing
5.1	District Parent Resource Center	The Family and Community Empowerment (FACE) department implements a range of capacity-building opportunities including the Parent Leadership Pathway Workshops and the Parent Information Exchange. Staff are also building upon recent efforts to create hybrid-learning opportunities that include an online parent toolkit and virtual training materials. Staffing includes 3.0 FTE (1 supervisor and 2 Family Partnership Facilitators).	TBD	Y
5.2	Parent Teacher Home Visits (PTHV)	The PTHV program facilitates home visit experiences that engage families, educators, and students as a team. Protocols help educators and families to build trust, communication, and common goals. Staffing includes 1.0 FTE (PTHV Training Specialist). Funding also provides for staff training, materials, and compensated time for staff to engage in visits and follow-up activities. Also includes training, supplies, and stipends for teachers and families to participate in Academic Parent Teacher Teams (APTTs), a series of meetings to engage in collaborative goal-setting and supporting student success.	TBD	Y

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Action #	Title	Description	Total Funds	Contributing
5.3	Translation and Interpretation Services	The district's Matriculation and Orientation Center (MOC) provides translation services to support a wide range of communication efforts between the district and families. MOC staff also provide simultaneous interpretation support during meetings and directly respond to parents/guardians in their home language. The services of MOC staff are augmented by external providers when unique language needs arise or available capacity is exceeded. <i>Staffing TBD</i>	TBD	Y
5.4	<i>TBD: Fingerprinting for Volunteers</i>	<i>Provide family and community volunteers access to required fingerprinting services at no cost to ensure that all community members are able to equitably and actively support student success.</i>	TBD	N
5.5	<i>Family Communication Tools</i>	<i>Family outreach to partner in increasing student engagement and reducing chronic absenteeism. Contract with Every Day Labs that facilitates delivery of personalized messages to family based on analysis of individual student attendance data. Communications help families take action to support attendance and participate in student support.</i>	TBD	TBD
5.6	Site-determined, SPSA-based actions to support Goal 5	Supplemental and Concentration Grant funding is allocated to school sites based on their number of low-income students and English Learners. These funds are for actions/strategies that benefit the targeted student groups. Allocations are determined by each school site in their School Plan for Student Achievement (SPSA).	TBD	Y
5.7	Student Advisory Council	The Student Advisory Council (SAC) promotes student voice, works to take action against problems faced by students, and introduces students to concepts of policy advocacy, applied social research, democratic governing, and grassroots organizing. SAC delegates will work to develop policy initiatives, meet with district staff and committees, and work to ensure that all student voices are represented.	TBD	N

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## Goal Analysis [LCAP Year]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

[Respond here]

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

[Respond here]

An explanation of how effective the specific actions were in making progress toward the goal.

[Respond here]

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

[Respond here]

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**

## Goal

Goal #	Description
6	Provide all school sites three-years of training, coaching, and ongoing support to implement an effective Multi-Tiered System of Supports (MTSS). Training will be completed and all district sites should be conducting business and serving students using an MTSS framework by 2024-25. Progress will be measured with the Self-Assessment of MTSS (SAM) Implementation tool in addition to external indicators of site fidelity including: (a) holding MTSS team meetings regularly, (b) engaging in data based practices to assess need and progress monitor and (c) providing differentiated, tiered interventions as evidenced by twice-yearly report outs of challenges/successes by each site leader.

An explanation of why the LEA has developed this goal.

Analysis of student results across multiple indicators (discussed in the plan summary and previous goals) shows that (a) SCUSD needs to improve districtwide performance and (b) tremendous performance gaps exist for specific student groups. These results demonstrate the lack of a cohesive and effective Tier 1 program across the district, need for improved methods of identifying specific student needs, and insufficient Tier 2 and 3 supports to address those specific needs.

This focus goal was incorporated to emphasize the importance of an effective implementation of MTSS across school sites including building staff's capacity to install/implement and provide ongoing coaching/support to ensure that effective systems can be sustained over time. In describing MTSS, the California Department of Education (CDE) states a vision of "one coherent system of education" that offers an opportunity to build the foundation for educational excellence. Through the use of Implementation Science, Universal Design for Learning, and the Whole Child approach, among other evidence-based interventions, MTSS affords a full range of academic, behavioral, and social support for all students to achieve.

SCUSD leadership has cited a quote from Katie Novack to communicate the rationale for implementing MTSS: "We need MTSS in our school(s) so that we can minimize or eliminate barriers and improve student outcomes by designing equitable, tiered, universally designed systems of support to address student's academic, behavioral, and social-emotional needs in ways that are culturally sustaining. It is a system for educating all of our students and educating them completely as a "whole" person."

Stakeholders have affirmed over time that implementation of an MTSS is a key priority. They have noted that an effective MTSS is foundational to the district's ability to achieve many of the other goals it has set. Input has also emphasized the importance of data-based decision making within MTSS implementation as well as all other aspects of the district's planning.

### Notes:

*The following section (Actions) includes a column titled 'Contributing' for which each action is categorized as 'Y' or 'N.' A 'Y' in this column indicates that the action is contributing to meeting the increased or improved services requirement as described in the Increased or Improved Services section later in this LCAP. These actions are those that are funded in part or fully by LCFF Supplemental Concentration grant funds and intended to increase or improve services for unduplicated students (English Learners, Foster Youth, Homeless Youth, and Socioeconomically Disadvantaged students).*

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## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
<p>6A</p> <p><b>Multi-Tiered System of Supports (MTSS) Implementation</b></p> <p>Percentage of schools rating _____ or higher on the Self-Assessment of MTSS (SAM) Implementation Tool</p> <p>Source: Student Support &amp; Health Services Department</p>	2020-21: TBD	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	2023-24:
Percentage of schools conducting regular MTSS team meetings (of schools that completed first year of training)	2020-21: TBD	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	2023-24: 100
Percentage of schools that have clear data sources universally used (of schools that completed first year of training)	2020-21: TBD	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	2023-24: 100



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Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Percentage of schools that are providing differentiated, tiered interventions (of schools that completed first year of training)	2020-21: TBD	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	2023-24: 100

## Actions

Action #	Title	Description	Total Funds	Contributing
6.1	Implementation leadership	Central leadership for implementation of cohort training model and ongoing support to sustain an effective MTSS at each school site. Includes a Director of MTSS. Leadership for MTSS implementation is also provided by Curriculum and Instruction staff who are designated as MTSS coordinators.	TBD	TBD
6.2	Professional Learning for school site leadership teams	Provide school site teams a three-year sequence of professional development through a partnership with an external provider and district staff who have been trained to support implementation. Includes hourly time for site staff to attend training and contract with external provider. Training will build site capacity to install sustainable MTSS systems including regular review of data to identify student needs and monitor progress and provide students timely intervention services based specific to their identified needs. <i>Scope TBD</i>	TBD	TBD
6.3	Ongoing support for sites to implement and sustain an effective MTSS	Provide school site teams ongoing support through coaching by trained district staff. Coaching efforts will build on the foundational cohort training and ensure that schools continue to receive sufficient support to sustain and build upon initial implementation efforts. <i>Scope TBD</i>	TBD	TBD

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Action #	Title	Description	Total Funds	Contributing
6.4	TBD: Peer Mentoring	Cohort 1 school offering support to Cohort 2 school. Hourly time for staff to participate.	TBD	

## Goal Analysis [LCAP Year]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

[Respond here]

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

[Respond here]

An explanation of how effective the specific actions were in making progress toward the goal.

[Respond here]

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

[Respond here]

A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.

## Goal

Goal #	Description
7	SCUSD will revisit and revise the District Graduate Profile (Previously adopted in 2014) so that it accurately reflects the current priorities of stakeholders and adopt the updated version by the end of 2021-22. School sites will be provided support to align their instructional priorities and goals to the revised Graduate Profile so that all sites demonstrate evidence of alignment in their school plans by 2023-24.

### An explanation of why the LEA has developed this goal.

Analysis of the district's current context shows that the district's Graduate Profile, adopted in 2014, has not served as the foundational roadmap for guiding students on a system-wide level as was intended. There is evidence that the Graduate Profile is used extensively at a few of the district's small high schools and that elements are in use within some Career and Technical Education (CTE) pathways. However, the vast majority of the district's schools have not used the Graduate Profile in any substantial way.

A Graduate Profile provides an opportunity for a district to establish a 'North Star' that defines what graduates will know, who they will be, and what they will be able to do by the time they graduate. An effective Graduate Profile will be able to focus a district on a core set of learning goals that will lead students to develop the specific competencies that have been prioritized by the community. It is an opportunity to operationalize visions of equity and other key priorities established by the district.

SCUSD invested a tremendous amount of time and effort into the development of the 2014 Graduate Profile and hopes to build upon that work. With significant time having passed, the district also recognizes the need to revisit the final product to determine what revisions might be needed. Following this revision, a clear plan is needed for operationalizing the Graduate Profile across all schools and facets of the organization.

#### Notes:

*The following section (Actions) includes a column titled 'Contributing' for which each action is categorized as 'Y' or 'N.' A 'Y' in this column indicates that the action is contributing to meeting the increased or improved services requirement as described in the Increased or Improved Services section later in this LCAP. These actions are those that are funded in part or fully by LCFF Supplemental Concentration grant funds and intended to increase or improve services for unduplicated students (English Learners, Foster Youth, Homeless Youth, and Socioeconomically Disadvantaged students).*

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## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24																
<p>7A</p> <p><b>Stakeholder Convening</b></p> <p>Documentation of meetings to convene stakeholders</p> <p><b>Source:</b> Graduate Profile Team</p>	<p>Stakeholders have not yet been convened to revise Graduate Profile</p>	<p>To be reported in 2021-22</p>			<p>All meetings to be completed by end of 2021-22</p>																
<p>7B</p> <p><b>Board Adoption</b></p> <p>Adoption of revised Graduate Profile</p> <p><b>Source:</b> Board Meeting records</p>	<p>A revised Graduate Profile has not been adopted by the board</p>	<p>To be reported in 2021-22</p>			<p>To be adopted by end of 2021-22.</p>																
<p>7C</p> <p><b>Awareness of Graduate Profile</b></p> <p>Percentage of stakeholders that demonstrate awareness of revised Graduate Profile</p> <p><b>Source:</b> Survey of Stakeholders</p>	<p>2020-21:</p> <table border="1"> <thead> <tr> <th>Group</th> <th>% Aware</th> </tr> </thead> <tbody> <tr> <td>Students</td> <td>0</td> </tr> <tr> <td>Staff</td> <td>0</td> </tr> <tr> <td>Family</td> <td>0</td> </tr> </tbody> </table>	Group	% Aware	Students	0	Staff	0	Family	0	<p>To be reported in 2021-22</p>	<p>To be reported in 2022-23</p>	<p>To be reported in 2023-24</p>	<p>2021-22:</p> <table border="1"> <thead> <tr> <th>Group</th> <th>% Aware</th> </tr> </thead> <tbody> <tr> <td>Students</td> <td>100</td> </tr> <tr> <td>Staff</td> <td>100</td> </tr> <tr> <td>Family</td> <td>100</td> </tr> </tbody> </table>	Group	% Aware	Students	100	Staff	100	Family	100
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Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
<p>7C</p> <p><b>Evidence of School Site Alignment</b></p> <p>Percentage of school sites that demonstrate alignment of site plan to Graduate Profile</p> <p><b>Source:</b> Survey of Stakeholders <i>Evidence of School Plan Alignment</i></p>	2020-21: 0	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	100% of sites will demonstrate alignment of school plans to Graduate Profile

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**Actions**

Action #	Title	Description	Total Funds	Contributing
7.1	Revision of Graduate Profile	Convene stakeholders to review existing graduate profile and recommend revisions. Stakeholders to include advisors from industry, post-secondary educators, SCUSD staff, family, and students. (2021-22)	TBD	TBD
7.2	Develop Implementation Plan	Develop implementation plan for Year 2 (Late 2021-22) <ul style="list-style-type: none"> <li>Engage lead teachers from sites where graduate profile is currently used/embedded in program to lead groups of peers at other sites to support implementation planning. (ex: SES teachers)</li> <li>Engage principals in developing understanding of expectations for site alignment and site-specific implementation plans.</li> </ul>	TBD	TBD
7.3	Build Awareness of Graduate Profile	Collaboration with communications team to develop awareness campaign and educate staff and community on new Graduate Profile purpose and elements (Late 2021-22 and 2022-23)	TBD	TBD
7.4	Support School Site Alignment	Support secondary sites in developing and implementing Defense of Learning practices that are fully aligned to the revised Graduate Profile. (2022-23 and 2023-24)	TBD	TBD

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## Goal Analysis [LCAP Year]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

[Respond here]

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

[Respond here]

An explanation of how effective the specific actions were in making progress toward the goal.

[Respond here]

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

[Respond here]

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**

## Goal

Goal #	Description
8	SCUSD will maintain sufficient instructional materials, safe and clean facilities, core classroom staffing, and other basic conditions necessary to support the effective implementation of actions across all LCAP goals.

An explanation of why the LEA has developed this goal.

An analysis of data has shown that the district has, overall, continued to meet or nearly meet its goals in Priority 1 target areas. These include providing all students access to board adopted instructional materials, ensuring the facilities meet the 'Good Repair' status on the Facilities Inspection Tool, supporting all teachers to become fully credentialed, and ensuring that teachers are appropriately assigned, including teachers of English Learners. Stakeholders have reaffirmed the importance of maintaining progress in these areas to ensure that students are provided the basic conditions of learning necessary to reach the range of other goals set in this LCAP and beyond.

### Notes:

*The following section (Actions) includes a column titled 'Contributing' for which each action is categorized as 'Y' or 'N.' A 'Y' in this column indicates that the action is contributing to meeting the increased or improved services requirement as described in the Increased or Improved Services section later in this LCAP. These actions are those that are funded in part or fully by LCFF Supplemental Concentration grant funds and intended to increase or improve services for unduplicated students (English Learners, Foster Youth, Homeless Youth, and Socioeconomically Disadvantaged students).*

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
8A <b>Facilities Condition</b> Number of schools where facilities do not meet the 'good repair' standards on the Facilities Inspection Tool (FIT) <b>Source:</b> Facilities Services Department	2018-19: 0 2019-20: 2 2020-21: 1	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	2023-24: 0



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Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
<p>8B</p> <p><b>Instructional Materials Sufficiency</b></p> <p>Percentage of students with access to board-adopted instructional materials</p> <p><b>Source:</b> Board of Education Resolution certifying sufficiency</p>	<p>2018-19: 100</p> <p>2019-20: 100</p> <p>2020-21: 100</p>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	2023-24: 100
<p>8C</p> <p><b>Teacher Credentialing Status</b></p> <p>Percentage of teachers fully credentialed</p> <p><b>Source:</b> School Accountability Report Card (SARC) / Human Resources Department</p>	<p>2019-20: 97</p> <p>2020-21: 98</p>	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	2023-24: 100

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Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
<b>8D</b> <b>Teacher Assignment</b> Number of teachers misassigned and number of teachers of English Learners misassigned <b>Source:</b> School Accountability Report Card (SARC) / Human Resources Department	All Teachers 2019-20: 0 2020-21: 1 Teachers of English Learners: 2019-20: 0 2020-21: 0	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	All Teachers: 0 Teachers of English Learners: 0
<b>8E</b> <b>Teacher Vacancies</b> Number of classroom teacher vacancies <b>Source:</b> School Accountability Report Card (SARC) / Human Resources Department	2019-20: 29 2020-21: 17.1	To be reported in 2021-22	To be reported in 2022-23	To be reported in 2023-24	2023-24: 0

## Actions

Action #	Title	Description	Total Funds	Contributing
8.1	Facilities Support Services	Maintain safe and clean facilities in good repair. Includes custodial, maintenance, and other facilities support staff as well as materials and services associated with the maintenance of school sites and other district facilities.	[\$ 0.00]	N

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Action #	Title	Description	Total Funds	Contributing
8.2	Board-adopted Instructional Materials	Provide all students sufficient instructional materials for board-adopted curricula. Includes newly adopted materials and replacement materials for lost/damaged items.	[\$ 0.00]	N
8.3	Base Classroom Staffing	Classroom staffing at a level sufficient to provide the core curriculum to all students. Includes classroom teachers. <i>FTE TBD</i>		N
8.4	New Teacher Support	New Teacher Support includes Teacher Induction and Pre-Induction Support. Teacher Induction supports beginning teachers who hold a preliminary credential. Pre-Induction Support is for teachers holding a Short-Term Staff Permit (STSP), Provisional Internship Permit (PIP), or an intern credential. New teachers are connected with veteran staff to provide mentorship and assistance through the Induction or pre-induction process to complete their credential, intern program, or permit renewal requirements. Funding provides stipends for support providers, program materials/supplies, professional learning, and fees to clear credentials.		N
8.5	<i>TBD: Additional departments/programs</i>	<i>TBD</i>		

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## Goal Analysis [LCAP Year]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

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An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

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An explanation of how effective the specific actions were in making progress toward the goal.

[Respond here]

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

[Respond here]

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**

## Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [LCAP Year]

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
22.96%	<b>\$78,248,962</b> (2 <sup>nd</sup> Interim Projection – to be updated at budget adoption)

The Budgeted Expenditures for Actions identified as Contributing may be found in the Increased or Improved Services Expenditures Table.

### Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

There are several actions that are being implemented across the district that are increasing or improving services for unduplicated students. Most of these are continued from the 2017-2019 LCAP and the explanation below includes discussion of outcome data and implementation results.

#### Counselors, Master Schedule Director, and Credit Recovery Programming

Sacramento City Unified's unduplicated students lack access to academic counseling services and college readiness activities as compared to peers who have more financial resources, speak English at home, or have family members who have graduated college. Many will be the first in their family to pursue postsecondary education. Implementing robust and predictable academic counseling services provides all students guidance to support their successful navigation of high school and the path to college and career. SCUSD has designed its counseling services and academic programming intentionally to focus on the needs of unduplicated students.

The Master Schedule Director was introduced as a key action to apply the district's equity lens. Providing districtwide guidance for allocation of staffing and course scheduling has supported more equitable access to courses for target student groups. Examples of recent efforts include preregistration of students into selected college prep courses and consolidation of multiple versions of similar courses to reduce tracking of students. Counseling staff review the progress of students and provide guidance to ensure that students stay on track for graduation and can equitably access college preparatory and advanced coursework. This is intended to support unduplicated students in particular, as they are historically less likely to self-advocate or have family who have graduated from college at home. The Master Schedule Director carefully reviews credit recovery programming to ensure that students who have fallen off-track for graduation and college eligibility make progress, or are provided intervention support to accelerate progress. Credit recovery options include the central Sacramento Accelerated Academy campus and school-based options. Since 2016-17, four-year cohort graduation rates have improved significantly from

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81.2% in 2016-17 to 86.5% in 2019-20. UC/CSU 'a-g' completion has also increased from 2016-17 (44%) to 2019-20 (54%). The Master Schedule Director meets regularly with Assistant Principals to guide counseling and credit recovery implementation. District staff also meet directly with counselors to provide support specific to their site and individual needs. While improved graduation rates since 2016-17 for all students have been paralleled by increases for some student groups (Socioeconomically disadvantaged students (79.4% to 85%), Foster Youth (39.3% to 72.2%) Students with Disabilities (56.5% to 66%), and African American students (69.3% to 79.5%)), significant performance gaps still remain for many students groups and some, including English Learners and Homeless Youth, did not experience significant improvement over the four years. As SCUSD continues to provide these services, a targeted effort will be implemented to focus even further on the disproportionately affected students with high needs to ensure that all student groups increase their graduation rate and become college and career ready. This effort includes specific collaboration with Homeless Youth Services and Foster Youth Services staff to provide targeted support and prioritized these student groups during registration and for credit recovery. Additional activities principally benefitting unduplicated students will include at-risk conferencing, campus visits, scholarship assistance, and college and career awareness activities.

**Career and Technical Education (CTE) Programs**

Career Technical Education (CTE) is an important part of the district's plan to provide all students access to relevant and rigorous work-based learning experiences that increase post-secondary success. The CTE pathways in SCUSD enable students to develop specific skills that can lead to future employment and integrate their learning through curriculum with direct application to real-life contexts. From 2018-19 to 2020-21, enrollment in CTE pathways has increased from 20.8% to 24.3% of 9-12 students. This rate was slightly higher for socioeconomically disadvantaged students at 24.7% in 2020-21. The percentage of graduates completing a CTE pathway increased from 8.9% in 2018-19 to 10.9% in 2019-20. Building on this demonstrated growth in completion, the district must not only maintain, but also expand CTE opportunities. This need has been emphasized across stakeholder groups with critical importance for high-needs student groups. The district's Student Advisory Council included a specific focus on career preparation in their recommendations to the board, citing the need to expand program offerings, increase the information students receive about career/trades options, and reduce the overall stigma associated with trade occupations. Staff have noted that increasing the number of students who successfully complete a CTE pathway will have a positive impact on students' post-secondary success, and will be documented by the district's indicator of overall college and career readiness on the Dashboard. Expanded efforts in 2021-22 and beyond will include the implementation of Linked Learning at all high schools and the implementation of a 'Defense of Learning' assessment process in CTE pathways. Specific supports for students to complete CTE pathways are being expanded through partnership with Youth Development Support Services. This partnership is providing and will continue to provide college mentors and after-school staff support to guide students through the California College Guidance Initiative (CCGI) modules. Additional college mentors will be hired to provide targeted support to CTE students to strengthen their engagement within pathways and to develop post-secondary transition plans.

**Exam Fees**

SCUSD will continue to provide funding for students to take exams supporting college and career readiness. These include Advanced Placement (AP) exams, International Baccalaureate (IB) exams, and PSAT/SAT exams. AP and IB exams provide opportunities for students

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to demonstrate their learning and earn college credits and the PSAT/SAT exams are important steps in the college readiness pathway. As all three types of exams can present a significant funding challenge for students and families, providing this funding at a district level removes a key barrier to students accessing not only the full scope of the AP/IB course, but also the potential benefits of success on the exam. From 2017-18 to 2019-20, the number of AP examinations taken by SCUSD students (not including charter schools) increased from 2606 to 3497. This significant increase corresponded to the implementation of this action and reinforces the need to maintain this support. When this action was included as a potential cut within the district's fiscal recovery plan list, stakeholder input from students, families, and staff was emphatic in that this should not be considered as a potential cost savings and was far too valuable a resource to eliminate, particularly for our socioeconomically disadvantaged students who might not otherwise be unable to access the opportunities. Counseling staff reach out to families to ensure that they are aware of the opportunity to take these exams at no cost. This is intended to specifically inform families for whom the cost of exams may be a perceived barrier to enrolling in the course.

**International Baccalaureate Programs**

International Baccalaureate (IB) Programs at Luther Burbank High School, Kit Carson International Academy, and Caleb Greenwood Elementary School provide students the opportunity to participate in a rigorous, engaging, and college preparatory program that is aligned to international standards. These programs were intended to primarily serve SCUSD's unduplicated student population. In locating the programs at Luther Burbank and Kit Carson, these programs in particular are serving a high percentage of low-income students. On the 2020 Dashboard, Luther Burbank's student population included 88% socioeconomically disadvantaged students and Kit Carson's included 72%. 2019-20 measures of the students at Luther Burbank participating in IB showed that the percentage of socioeconomically disadvantaged students in IB was proportional to the overall school population. All students in Kit Carson are considered to be in the IB program. The IB program not only engaged students in rigorous, college preparatory experiences (IB exams can earn students college credit in a similar manner to Advanced Placement (AP)), but also is focused on critical thinking skills, nurturing curiosity, and developing the ability to solve complex problems. These areas of focus are embedded within an overall emphasis on intercultural understanding and respect, encouraging students to think critically about the local and global contexts and develop multilingualism. As these programs have continued to develop and mature, recent results demonstrate that they are improving outcomes. From 2018-19 to 2019-20, the percentage of all IB exams taken that were passed increased from 15.4% to 23.8% and the percentage of diploma programme candidates that completed the full IB diploma (A student must pass multiple exams and complete additional requirements) increased from 3.3% to 7.5%. These results do indicate that there is significant room for improvement while also showing that the program, while continuing to provide a valuable opportunity to unduplicated students, is improving outcomes.

**Class Size Reduction, Targeted Staffing Support, Collaboration Time and Restructured Salary Schedule**

*(Prior language included as draft – will be updated as projected expenditures are finalized and increased/improved status confirmed)*

*In order to improve student learning, close achievement gaps, and ensure students have an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options, the district will maintain a competitive salary and benefit package for the certificated staff who serve them. Students in high-poverty schools experience greater turnover in teaching staff, more long-term substitutes, and a higher proportion of early-career teachers. With a competitive salary and benefit package, the district expects to see a reduction of*

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*teacher turnover and the retention of experienced classroom teachers, as well as an increased ability to recruit highly qualified candidates who will be effective in improving the academic outcomes of the unduplicated students who are the majority of our district.*

*SCUSD provides certificated staff with an extra hour weekly for collaborative time to review data, assess student work, and plan instruction to meet the needs of unduplicated pupils. Teacher professional communities that are part of practice (and not an "add-on") are an effective way to build pedagogical knowledge. (Darling-Hammond, L. [2005] Professional Development Schools: Schools for Developing a Profession). SCUSD has also allotted supplemental and concentration (S/C) funds to maintain class size reduction in K-3. Additionally, the district has included FTE above the staffing formula for targeted assistance to high-needs schools. These actions are collectively expected to support improvement in academic achievement and grade level readiness as a result.*

### **Secondary Librarians**

District Librarians continue to be an important resource provided to all secondary schools. As indicated in the previous LCAP, the California School Library Association describes the need for students to “read critically, write more persuasively, and interact with information effectively” as they work to meet the Common Core State Standards. District librarians provide additional support to meet these needs beyond what is provided in the classroom. Additionally, low-income students are more likely to lack access to technology supports and funds to purchase books. Of the 30 Sacramento Public Library locations, only three are located in the high-poverty region of South Sacramento. Research demonstrates that “...the benefits associated with good library programs are strongest for the most vulnerable and at-risk learners, including students of color, low-income students, and students with disabilities.” (Lance & Schwarz, 2012) SCUSD will provide librarians on a districtwide basis to secondary schools, to ensure that programming is coherent across sites. District librarians will advertise library hours and the resources they offer through the range of available communication channels so that students and families are aware of the opportunities present. The previous LCAP identified improvements in college and career readiness as a key indicator of success. From 2016-17 to 2019-20, the college and career readiness of unduplicated student groups did show some improvement as measured by the Dashboard College/Career Indicator. English Learners improved from 15% to 18.7%, Foster Youth from 5.3% to 30%, and Socioeconomically Disadvantaged students from 31.8% to 37.6%. Homeless Youth decreased from 19.3% to 12.3%. While a high-level indicator such as College and Career readiness cannot be solely linked to an action such as District Librarians, access to the wide range of resources and instructional supports that are available through school libraries remains an important piece of the district’s overall efforts to improve outcomes for target student groups. As schools fully reopen for in-person instruction post-COVID and again become central hubs for support, libraries will play an important role.

### **Professional Development (Curriculum Coordinators and Training Specialists)**

The coordinators and training specialists within the Curriculum and Instruction department provide a range of professional development, including coaching, and help chart the instructional course of the district. Their recent work has been focused in a number of areas that are specifically targeted at supporting the needs of unduplicated students. Having focused in the previous two years on implementation of the ELA/ELD framework through the recent Language Arts adoption, work in the late spring expanded to the rollout of Universal Design for Learning (UDL) practices districtwide. UDL, while supporting all students, is primarily intended to benefit those students who need additional support to access content, engage in the learning process, and express their thinking. This is a critical and collaborative effort with the work



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of Integrated and Designated ELD as well as differentiated instruction for students with disabilities and other learning needs. Overall, this action is intended to improve outcomes for unduplicated students in meeting academic standards across content areas as measured by state assessments and local assessments. The efforts during 2018-19 to implement the new English Language Arts curriculum did correlate to a significant increase in English Language Arts on the state assessment, increasing 5.2 points as measured by Distance from Standard met. Socioeconomically Disadvantaged students improved by 5.7 points, Foster Youth by almost 17 points, and English Learners by 1.4 points. Homeless Youth decreased by almost 11 points. Overall, all groups performed well below the 'Standard Met' threshold and much room for improvement remains. The ongoing collaboration of Curriculum and Instruction staff with colleagues to improve outcomes for unduplicated students is critical. Strengthening the collaboration with Multilingual staff to support English Learners has already begun through targeted professional development such as LETRS (Language Essentials for Teachers of Reading and Spelling) training for staff.

**Student Support and Health Services**

The student support and health services provided by district nurses, social workers, the central Connect Center, and site-based Student Support Centers are important parts of the district's effort to provide students wrap-around supports. These efforts are especially focused on students who have less access outside school to mental and physical health care and resources. With youth in Sacramento County who reside in socioeconomically disadvantaged communities having a higher-than-average rate of chronic diseases and less access to health care, schools play a critical role in providing these resources. Additional social, emotional, and mental health supports has been a priority expressed ongoing and emphatically across stakeholder groups. The need for more mental health counseling and access to social workers has recurred throughout engagement activities. The need for these supports as evidenced by Chronic Absenteeism Rates remains. With 2019-20 chronic absenteeism rates through February 2020 at 11% for all students, significantly higher rates were observed for Foster Youth (21.4%) and Homeless Youth (42.8%). During distance learning, this gap has widened for both student groups and a significant gap has emerged for Socioeconomically Disadvantaged students. For 2020-21 through 4.5.21, the rate for all students was 17.8 and the rate for Socioeconomically Disadvantaged students was 22.6%. Foster Youth had increased to 33.8% and Homeless Youth to 63.6%. In response to these needs and the other emergent needs in the past 15 months, Student Support and Health Services staff have increased the scope of services provided significantly. During the first quarter of 2020-21, 31% more students were served relative to the same time period the previous year. As of March 2021, staff had provided 7,544 Tier II and 1,302 Tier III mental health interventions through the efforts of the Connect Center, Student Support Centers, Nurses, and Social Workers. In providing responsive services to students based on their Early Identification and Intervention System (EIS) indicators, the rates for unduplicated student groups were all above that for 'All students.' While 29.6% of all students received responsive services, rates were 42.6% for English Learners, 36.8% for Socioeconomically Disadvantaged students, 94.3% for Foster Youth, and 95.2% for Homeless Youth. While there is certainly room for improvement, these rates demonstrate that efforts are being focused at higher levels to unduplicated populations. This focus will continue, with the intention of directing staff efforts and resources to those students groups who are demonstrating the highest needs.

**Social Emotional Learning (SEL) and Positive Behavioral Intervention and Supports (PBIS)**

Social Emotional Learning (SEL) and Positive Behavioral Intervention and Supports (PBIS) remain important program in the district's overall effort to improve the culture and climate of the district at the classroom, school, and community level. These actions are jointly focused on

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providing both students and staff the training, skills, and tools they need to establish and maintain a positive school climate and culture. They are also intended to develop each individual's social and emotional capacity to be successful in college, career, and life. While a positive school culture and climate are important for all students, they are particularly important for unduplicated pupils and other groups who have historically and continue to experience disproportionate discipline and other unhealthy impacts of a negative school climate and culture. Both of these programs align to the district's core value and need to interrupt systems that are inequitable. Suspension Rates in the district continue to demonstrate inequitable outcomes across student groups. In 2018-19 and 2019-20, Foster Youth, Homeless Youth, and Socioeconomically Disadvantaged students continued to demonstrate suspension rates above that of 'All students.' Significantly higher rates have also persisted for African American students and Students with Disabilities. SEL efforts continue to include professional development for the integration of SEL into instruction and implementation of the districts core SEL practices. Results indicate that these efforts are resulting in improved outcomes. In 2019-20, of the 23 schools where efforts were focused (based on disproportionate suspension results), 22 demonstrated decreased suspension rates. PBIS efforts – which focus on building community, early identification of student needs, and implementing preventative measures rather than focusing on reactive discipline – have shown similar success. In 2019-20, the 18 sites where PBIS efforts were focused showed a 12% decrease in total behavioral referrals and a 45% decrease in total suspensions from the previous year. Overall, suspension rates decreased for all unduplicated student groups from 2018-19 to 2019-20. Suspensions of African American students in the elementary grades in the focus cohort decreased by 73% (from 138 total in 2018-19 to 37 total in 2019-20). As end-of-year results for 2019-20 include the months of distance learning in spring 2019, this was also examined for 2018-19 to 2019-20 results through February of each year. The reduction in rates for all unduplicated student groups was observed in this context as well. English Learners reduced from 3.2% to 2.1%, Foster Youth from 14.2% to 9.9%, Homeless Youth from 8.5% to 5.2%, and Socioeconomically Disadvantaged students from 4.6% to 3.7%. While these are all mid-year results, they do indicate an overall trend of decreased suspensions for target student groups. Moving forward, SEL and PBIS efforts are being aligned to the overall implementation of a Multi-Tiered System of Supports (MTSS). This alignment will support increased focus of efforts to target student groups, as a foundational aspect of MTSS is data-based decision making. As needs are identified, students are connected to supports and staff direct resources to be used in the most efficient and effective manner.

**Enrollment Center**

While the enrollment center serves the entire district, it represents a key component of the district's equity-based efforts to provide services to the community where they are needed most. The enrollment center centralizes a number of services that the district's most vulnerable students and families, including Homeless Youth, Foster Youth, Low-income students, and English Learners need and often do not have access to. These include an immunization clinic, family services, a summer feeding program, and services for families in transition. These are in addition to the core function of a more efficient enrollment process to place students and families into schools. The Enrollment Center also houses the Matriculation and Orientation Center (MOC), which is detailed in a separate action specific to translation and interpretation. Access to translation and interpretation is a key resource for English Learners and families as they interface with the district for the first time or to navigate the complexities of enrollment.

**District Parent Resource Center and Parent Teacher Home Visits**

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The District Parent Resource Center implements a range of engagement opportunities including the Parent Information Exchange (PIE) meetings and Parent Leadership Pathway Workshops. These opportunities, while open to all, are intended to engage those who have historically been less connected to school and/or those students who stand to benefit most from further empowering their parents/guardians. The programs provide parents/guardians the skills and encouragement to take on leadership roles within their school community, engage in peer coaching, and participate in district level leadership opportunities. This is intended to increase the amount of representation among leadership bodies of parents of English Learners, Foster Youth, Homeless Youth, and Low-Income students. The workshops and other resources provided by the Parent Resource Center establish a safe and welcoming space for parents to connect with peers and staff who are invested in elevating their voice and authentic participation in improving school and district outcomes. During school closures, the Parent Resource Center team has additionally partnered with the Attendance and Engagement Office to engage students and families who have been 'unreachable' or are otherwise unengaged. These students are more likely to be unduplicated students and connection often results in providing additional services and supports including basic supplies and referral to services. During 2020-21, Parent Resource Center staff partnered with the Mexican consulate to provide parent capacity building sessions in Spanish and worked with district translators to develop and produce materials in multiple languages for parents to access.

This action encompasses the Parent Teacher Home Visit (PTHV) and Academic Parent Teacher Team (APTT) program. Both components are implemented at Title 1 sites, with all students/families at those sites able to participate. The PTHV program builds relationships with families and supports them in becoming equal partners in their students' education. The APTT program extends this work in a series of meetings during which teachers and families engage in collaborative learning and forming plans to support student success. This program is intended to deepen positive relationships and empower parents/caregivers who are, for any number of reasons, less connected to the school. These students often come from one or more unduplicated categories. The focusing of the program at Title 1 schools targets the resources at sites that have the greatest need. During the 2019-20 school year, the PTHV program conducted 971 home visits across 39 different schools as of March 2020. Nine of these sites were holding APTT sessions in conjunction with their home visit work. During the 2019-20 school year, the PTHV program m conducted 971 home visits across 39 different schools as of March 2020. Nine of these sites were holding APTT sessions in conjunction with their home visit work. In 2020-21, through the virtual Bridge Visit program, staff were able to conduct visits with over 2,800 students through March 2021. Staff interest in conducting visits has increased as teachers and colleagues have found the visits to result in increased connection to students and families, especially those who have been less connected to date. A goal moving forward is to increase the overall percentage of students participating at each site, as PTHV has found that exceeding the 10% threshold can have a positive effect school wide.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Overall, services for Foster Youth, English Learners, and low-income students are being increased or improved through a range of actions that include actions focusing only on one or more unduplicated student groups, actions that are funded by multiple resources with one or more components focused on the needs of unduplicated students, and actions that are funded only/primarily by LCFF Supplemental and Concentration Grant funds and implemented broadly, with the expectation that implementation is principally benefitting unduplicated students.

The actions and services described in this plan that are being provided as an increase or improvement to unduplicated students include:

- Career and Technical Education (CTE) Pathways and Programs
- Counselors, Master Schedule Director, and Credit Recovery Programming
- Exam Fee Support (IB, AP, PSAT/SAT)
- Additional support for International Baccalaureate (IB) Programs
- *Needs-based scholarships for students*
- Curriculum Coordinators and Training Specialists
- Language Acquisition Programs for English Learners
- Professional Learning specific to instruction for English Learners
- Pathways to Multiliteracy
- Class Size Reduction
- Additional staffing for high-needs sites
- Weekly Collaboration Time for certificated staff
- Restructured Salary Schedule
- District librarians at secondary schools
- *Visual and Performing Arts Opportunities*
- Foster Youth Services
- School Psychologists
- Intervention and Supports specific to English Learners
- Health Services: Nurses and Immunization Clinic
- Student Support: Connect Center and Student Support Centers
- Enrollment Center
- Positive Behavioral Interventions and Supports (PBIS) and Social Emotional Learning (SEL)
- District Parent Resource Center
- Parent Teacher Home Visits
- Translation and Interpretation (Matriculation and Orientation Center)

Of the actions described within this plan, several are services that are provided only or primarily to unduplicated students and their families. These include:

1. Foster Youth Services: Directed specifically to Foster Youth and families
2. Actions for English Learners within the Multilingual Literacy Department: Directed specifically to English Learners
  - Language Acquisition Programs for English Learners
  - Professional Learning specific to instruction for English Learners
  - Pathways to Multiliteracy
  - Intervention and Supports specific to English Learners

3. Translation and Interpretation (Matriculation and Orientation Center): Directed specifically towards English Learners and students and families who require translation and interpretation.
4. Needs-based scholarships for students: Directed specifically towards low-income students

Actions described in this plan that are funded by multiple resources and have components with a particular focus on increasing and improving services for unduplicated pupils include:

- Curriculum Coordinators and Training Specialists: This team includes staff that focus jointly on English Language Development (ELD) and English Language Arts (ELA). These staff, while serving all schools and students, also have the stated responsibility to serve English Learners as a primary part of their position. The Curriculum Coordinators and Training Specialist team as a whole also direct efforts to sites that have a demonstrated need, including those needs relevant to unduplicated student groups.
- District Parent Resource Center: The District Parent Resource Center, while open to parents and guardians from all schools, focuses its efforts in particular towards those families that can benefit most from increased connection to school and capacity building to support their students' learning. Among these are the four student groups that make up the unduplicated student category.
- Parent Teacher Home Visits: This program is based only at Title 1-designated school sites and primarily funded through Title 1 dollars. While all students and families at the school are eligible to participate, the program's focus at Title 1 school sites is intended to benefit low-income students.
- Career and Technical Education (CTE) Pathways and Programs: These programs are funded through a combination of grant resources and supplemental dollars. While all students have access, CTE programs are recognized as being of particular importance for unduplicated students and a key means of increasing college and career readiness.
- Health Services and Student Support Services: These programs/personnel are funded by a combination of grant, base, and supplemental dollars. As discussed in the previous section, there is an explicit focus to provide services to students with the highest needs, including unduplicated students. While all students have access to services, the intended outcome is to bridge the gap in resources that is widest for students who are low-income, Foster Youth, Homeless Youth, and English Learners who may not have the same access outside of school.
- PBIS and SEL: These programs are collectively funded through Title 1, LCFF Supplemental and Concentration, and LCFF base dollars. As discussed in the previous section, they have focused efforts on target schools to address the disproportionate disciplinary outcomes for student groups (including unduplicated students) and improve school climate and culture.

Detailed descriptions of these actions have been provided in the previous section.

Actions that are funded only/primarily by LCFF Supplemental and Concentration grant funding, are being implemented on a broad basis, and are intended to principally benefit unduplicated students include the following. Detailed descriptions of these actions have been provided in the previous section:

- Counselors, Master Schedule Director, and Credit Recovery Programming: Counseling services provide additional academic, college/career, and other supports to unduplicated students, who lack access relative to peers with more financial resources, speak English at home, or have family members who have graduated from college.
- Exam Fee Support (IB, AP, PSAT/SAT): Providing exam support to all removes barriers for unduplicated students, who may be less likely to access these advanced coursework and testing opportunities due to financial circumstances.

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- Additional support for International Baccalaureate (IB) Programs: These programs provide unduplicated students access to a rigorous curriculum focused on developing global awareness and multilingualism. Students have the opportunity to earn college credit and develop a skill set that prepares them for post-secondary success.
- Class Size Reduction and Additional staffing for high-needs sites: Maintains K-3 class size at 24:1 for all students and provides targeted assistance to school sites to ensure that schools and programs can maintain the current range of program offerings available.
- Weekly Collaboration Time for certificated staff: Provides certificated staff with an extra hour weekly for collaborative time to review data, assess student work, and plan instruction to meet the needs of unduplicated pupils. This time is a critical resource for school site staff to engage in the active implementation of instructional strategies, programs, and initiatives that have been identified as key levers in improving outcomes for students with the highest needs.
- Restructured Salary Schedule: In order to improve student learning, close achievement gaps, and ensure students have an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options, the district will maintain a competitive salary and benefit package for the certificated staff who serve them.
- District librarians at secondary schools: District librarians provide additional support to meet these needs beyond what is provided in the classroom and enables all students to access library resources, in particular students in high-poverty areas where county library locations are limited.
- *Visual and Performing Arts Opportunities*
- *School Psychologists*

# Instructions

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[Stakeholder Engagement](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).

# Introduction and Instructions

The Local Control Funding Formula (LCFF) requires LEAs to engage their local stakeholders in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have ten state priorities). LEAs document the results of this planning process in the Local Control and Accountability Plan (LCAP) using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] 52064(e)(1)). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. Local educational agencies (LEAs) should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Stakeholder Engagement:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful stakeholder engagement (EC 52064(e)(1)). Local stakeholders possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC 52064(b)(4-6)).

- Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC 52064(b)(1) & (2)).
- Annually reviewing and updating the LCAP to reflect progress toward the goals (EC 52064(b)(7)).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with stakeholders that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a stakeholder engagement tool.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in EC sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for stakeholders and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing, but also allow stakeholders to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse stakeholders and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and stakeholder engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard, how is the LEA using its budgetary resources to respond to student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics or a set of actions that the LEA believes, based on input gathered from stakeholders, research, and experience, will have the biggest impact on behalf of its students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.



# Plan Summary

## Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

## Requirements and Instructions

**General Information** – Briefly describe the students and community. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

**Reflections: Successes** – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

**Reflections: Identified Need** – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the "Red" or "Orange" performance category or any local indicator where the LEA received a "Not Met" or "Not Met for Two or More Years" rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the "all student" performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

**LCAP Highlights** – Identify and briefly summarize the key features of this year's LCAP.

**Comprehensive Support and Improvement** – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

## Stakeholder Engagement

### Purpose

Significant and purposeful engagement of parents, students, educators, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such stakeholder engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC 52064(e)(1)*). Stakeholder engagement is an ongoing, annual process.

This section is designed to reflect how stakeholder engagement influenced the decisions reflected in the adopted LCAP. The goal is to allow stakeholders that participated in the LCAP development process and the broader public understand how the LEA engaged stakeholders and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the stakeholder groups that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP. Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective stakeholder engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

### Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for stakeholder engagement in the LCAP development process:

#### **Local Control and Accountability Plan:**

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.

- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.
- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

**Prompt 1:** “A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.”

Describe the stakeholder engagement process used by the LEA to involve stakeholders in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required stakeholder groups as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with stakeholders. A response may also include information about an LEA’s philosophical approach to stakeholder engagement.

**Prompt 2:** “A summary of the feedback provided by specific stakeholder groups.”

Describe and summarize the stakeholder feedback provided by specific stakeholders. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from stakeholders.

**Prompt 3:** “A description of the aspects of the LCAP that were influenced by specific stakeholder input.”

A sufficient response to this prompt will provide stakeholders and the public clear, specific information about how the stakeholder engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the stakeholder feedback described in response to Prompt 2. This may include a description of how the LEA prioritized stakeholder requests within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by stakeholder input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

## Goals and Actions

### Purpose

Well-developed goals will clearly communicate to stakeholders what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to stakeholders and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

### Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

### ***Focus Goal(s)***

**Goal Description:** The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with stakeholders. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

### ***Broad Goal***

**Goal Description:** Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

### ***Maintenance of Progress Goal***

**Goal Description:** Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with stakeholders, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

**Explanation of why the LEA has developed this goal:** Explain how the actions will sustain the progress exemplified by the related metrics.

### ***Measuring and Reporting Results:***

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g. high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–2021 outcomes on some

metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g. graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023-24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023-24)
Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2022–23</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2023–24</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2023–24</b> .

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

**Actions:** Enter the action number. Provide a short title for the action. This title will also appear in the expenditure tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary expenditure tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (Note: for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

**Actions for English Learners:** School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

**Actions for Foster Youth:** School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

**Goal Analysis:**

Enter the LCAP Year

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for stakeholders. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

## **Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students**

### **Purpose**

A well-written Increased or Improved Services section provides stakeholders with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improved services for its unduplicated students as compared to all students and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of stakeholders to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

### **Requirements and Instructions**

This section must be completed for each LCAP year.



When developing the LCAP in year 2 or year 3, copy the “Increased or Improved Services” section and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the relevant LCAP year. Retain all prior year sections for each of the three years within the LCAP.

**Percentage to Increase or Improve Services:** Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

**Increased Apportionment based on the enrollment of Foster Youth, English Learners, and Low-Income Students:** Specify the estimate of the amount of funds apportioned on the basis of the number and concentration of unduplicated pupils for the LCAP year.

**Required Descriptions:**

**For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.**

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

**Principally Directed and Effective:** An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA’s goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7% lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action(s))

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100% attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

**COEs and Charter Schools:** Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

### **For School Districts Only:**

#### **Actions Provided on an LEA-Wide Basis:**

***Unduplicated Percentage > 55%:*** For school districts with an unduplicated pupil percentage of 55% or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

***Unduplicated Percentage < 55%:*** For school districts with an unduplicated pupil percentage of less than 55%, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

#### **Actions Provided on a Schoolwide Basis:**

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

**For schools with 40% or more enrollment of unduplicated pupils:** Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

**For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils:** Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

**“A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.”**

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

## Expenditure Tables

Complete the Data Entry table for each action in the LCAP. The information entered into this table will automatically populate the other Expenditure Tables. All information is entered into the Data Entry table. Do not enter data into the other tables.

The following expenditure tables are required to be included in the LCAP as adopted by the local governing board or governing body:

- Table 1: Actions
- Table 2: Total Expenditures
- Table 3: Contributing Expenditures
- Table 4: Annual Update Expenditures

The Data Entry table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included.

In the Data Entry table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.

- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering “All”, or by entering a specific student group or groups.
- **Increased / Improved:** Type “Yes” if the action **is** included as contributing to meeting the increased or improved services; OR, type “No” if the action is **not** included as contributing to meeting the increased or improved services.
- If “Yes” is entered into the Contributing column, then complete the following columns:
  - **Scope:** The scope of an action may be LEA-wide (i.e. districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
  - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
  - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools”. If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans”. Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.
- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year”, or “2 Years”, or “6 Months”.
- **Personnel Expense:** This column will be automatically calculated based on information provided in the following columns:
  - **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
  - **Total Non-Personnel:** This amount will be automatically calculated.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e. base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.

- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.

DRAFT



## Annual Update for Developing the 2021-22 Local Control and Accountability Plan

### Annual Update for the 2019–20 Local Control and Accountability Plan Year

LEA Name	Contact Name and Title	Email and Phone
Sacramento City Unified School District	Jorge A. Aguilar Superintendent	superintendent@scusd.edu 916.643.7400

The following is the local educational agency's (LEA's) analysis of its goals, measurable outcomes and actions and services from the 2019-20 Local Control and Accountability Plan (LCAP).

# Goal 1

Increase the percent of students who are on-track to graduate college and career ready.

- Provide standards-aligned curriculum, assessments and high quality instruction to prepare students to graduate college and career ready. (Action 1.1)
- Provide a variety of learning supports including differentiated instruction and interventions for all students as needed. (Action 1.2)
- Develop an infrastructure for ongoing analysis of student performance and progress by providing teacher release time and collaborative learning time. (Action 1.3)
- Provide effective core instruction, as well as appropriate learning supports and interventions, to ensure that English Learners make expected progress in attaining English and in academic achievement. (Action 1.4)

State and/or Local Priorities addressed by this goal:

State Priorities:     Priority 1: Basic (Conditions of Learning)  
                           Priority 2: State Standards (Conditions of Learning)  
                           Priority 4: Pupil Achievement (Pupil Outcomes)  
                           Priority 7: Course Access (Conditions of Learning)  
                           Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:     SCUSD Strategic Plan

## Annual Measurable Outcomes

Expected	Actual
<p><b>Metric/Indicator</b>            Teachers are appropriately assigned and fully credentialed.</p> <p>Source: School Accountability Report Card</p> <p><b>19-20</b>            Maintain the number of fully credentialed certificated employees at 99%.</p> <p>Maintain teacher mis-assignment rate at less than 1 percent.</p>	<p>Percent of Teachers Fully Credentialed            2019-20: 97%</p> <p>Percent of Certificated Employees Teaching Outside of Subject Area of Competence            2019-20: 0%</p> <p>Source:            School Accountability Report Cards (SARC)</p>

Expected	Actual
<p><b>Baseline</b> 2016-17: 1,594 certificated employees were credentialed correctly. (95%)</p> <p>2016-17: 20 of 1677 certificated employees were teaching outside subject area of competence. (1.2%)</p>	
<p><b>Metric/Indicator</b> Pupils have access to standards-aligned instructional materials.</p> <p>Source: School Accountability Report Card; SCOE Williams inspection</p> <p><b>19-20</b> Maintain textbook sufficiency. For all schools inspected, no insufficiency.</p> <p><b>Baseline</b> 100% of students have their own assigned textbook in all core curricular areas (textbook sufficiency).</p>	<p>2018-19: No insufficiency found (100% of students have access to instructional materials in core curricular areas)</p> <p>2019-20: No insufficiency found (100% of students have access to instructional materials in core curricular areas)</p> <p>Source: School Accountability Report Card (SARC)</p>
<p><b>Metric/Indicator</b> 2016-17 Implementation of State Standards Survey</p> <p>Administrators and leaders assess the district's progress in: (1) providing professional learning, (2) supporting sites in identifying areas to improve in delivering instruction, (3) providing CCSS aligned instructional materials, (4) implementing academic standards for all students, (5) and supporting teachers' professional learning needs.</p> <p>Source: Local</p> <p><b>19-20</b></p>	



Expected	Actual																					
<p>Percent of responses as "Fully Implementing" or "Fully Implementing with Sustainability" by area:</p> <p>(1) Providing professional learning in ELA, ELD, Mathematics, NGSS and Soc. Sci. 54%</p> <p>(2) Supporting sites in identifying areas of improvement in delivering instruction 50%</p> <p>(3) Providing CCSS aligned instructional materials in ELA, ELD, Mathematics, NGSS and Soc. Sci. 54%</p> <p>(4) Implementing academic standards in CTE, PE, Health, VAPA and World Language for all students 58%</p> <p>(5) Supporting teachers' professional learning needs 46%</p> <p><b>Baseline</b> 2016-17 Baseline:</p> <p>Percent of responses as "Fully Implementing" or "Fully Implementing with Sustainability" by area:</p> <p>(1) Providing professional learning 24%</p> <p>(2) Supporting sites in identifying areas of improve in delivering instruction 20%</p> <p>(3) Providing CCSS aligned instructional materials 24%</p> <p>(4) Implementing academic standards for all students 28%</p> <p>(5) Supporting teachers' professional learning needs 16%</p>	<table border="1" data-bbox="1066 175 1871 721"> <thead> <tr> <th data-bbox="1066 175 1465 297" rowspan="2">Survey Area</th> <th colspan="2" data-bbox="1465 175 1871 215">Percent of Responses*</th> </tr> <tr> <th data-bbox="1465 215 1667 297">Summer 2019</th> <th data-bbox="1667 215 1871 297">April 2020</th> </tr> </thead> <tbody> <tr> <td data-bbox="1066 297 1465 383">Providing Professional Learning</td> <td data-bbox="1465 297 1667 383">25</td> <td data-bbox="1667 297 1871 383">24</td> </tr> <tr> <td data-bbox="1066 383 1465 469">Supporting Sites in Delivering Instruction</td> <td data-bbox="1465 383 1667 469">18</td> <td data-bbox="1667 383 1871 469">14</td> </tr> <tr> <td data-bbox="1066 469 1465 555">Providing Aligned Instructional Materials</td> <td data-bbox="1465 469 1667 555">40</td> <td data-bbox="1667 469 1871 555">38</td> </tr> <tr> <td data-bbox="1066 555 1465 641">Implementing Academic Standards</td> <td data-bbox="1465 555 1667 641">26</td> <td data-bbox="1667 555 1871 641">22</td> </tr> <tr> <td data-bbox="1066 641 1465 721">Supporting Teachers' Professional Learning</td> <td data-bbox="1465 641 1667 721">9</td> <td data-bbox="1667 641 1871 721">12</td> </tr> </tbody> </table> <p data-bbox="1066 768 1871 800">Source: Local Survey of Site and District Administrators</p> <p data-bbox="1066 808 1871 922"><i>*Percent of Responses indicating either "Fully Implementing" or "Fully Implementing with Sustainability"</i></p> <p data-bbox="1066 930 1503 963">Summer 2019: 49 respondents</p> <p data-bbox="1066 971 1478 1003">Spring 2020: 49 respondents</p>		Survey Area	Percent of Responses*		Summer 2019	April 2020	Providing Professional Learning	25	24	Supporting Sites in Delivering Instruction	18	14	Providing Aligned Instructional Materials	40	38	Implementing Academic Standards	26	22	Supporting Teachers' Professional Learning	9	12
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<p><b>Metric/Indicator</b></p> <p>Implementation of English Language Development (ELD) professional learning During the 2019-20 school year, professional learning on ELD focused on using the ELD curriculum within the board-adopted K-12 ELA/ELD programs. ELD training specialists supported teachers with research-based ELD strategies and job-embedded coaching.</p> <p>Source: SCUSD Multilingual Literacy Department</p>	<p>During the 2019-20 school year, professional learning on ELD focused on using the ELD curriculum within the board-adopted K-12 ELA/ELD programs. ELD training specialists supported teachers with research-based ELD strategies and job-embedded coaching.</p> <p>Source: SCUSD Multilingual Literacy Department</p>																					

Expected	Actual
<p>Source: Local</p> <p><b>19-20</b> New baseline for ELD professional learning will be established.</p> <p><b>Baseline</b> 2016-17 Baseline:</p> <p>175 elementary school teachers and 34 secondary school teachers attended the summer ELD Professional Learning Institute.</p> <p>45 teachers participated in EL Master Plan professional learning</p>	
<p><b>Metric/Indicator</b> Implementation of Next Generation Science Standards (NGSS) professional learning</p> <p>Source: Local</p> <p><b>19-20</b> 300 teachers attend NGSS professional learning.</p> <p><b>Baseline</b> 2016-17: 227 teachers attended NGSS professional learning.</p>	<p>2019-20: 1022 teacher contacts</p> <p>Note: This data is reported as ‘teacher contacts,’ as it represents the number of individual contact points and does includes multiple contact points for individual teachers. For 2019-20, the 1022 contacts include 115 Elementary contacts, Includes, 530 Secondary contacts, and 377 contacts through the Instructional Materials Pilot process. The ‘teacher contact’ methodology was used in past years to determine all data reported in previous LCAP Annual Updates.</p> <p>Source: SCUSD Curriculum and Instruction Department</p>
<p><b>Metric/Indicator</b> Implementation of Visual and Performing Arts standards professional learning</p> <p>Source: Local</p> <p><b>19-20</b></p>	<p>2018-19: 140 Teachers</p> <p>2019-20: 10 Teachers</p> <p>Professional development plans in 2019-20 were significantly impacted by two key factors. These included the time required to hire a new VAPA Coordinator, the position that oversees VAPA</p>

Expected	Actual														
<p>300 teachers attend VAPA professional learning.</p> <p><b>Baseline</b> 2016-17: 202 teachers attended Visual and Performing Arts (VAPA) standards professional learning.</p>	<p>professional learning, and the closure of schools and in-person meetings due to COVID-19.</p> <p>Source: SCUSD Curriculum and Instruction Department</p>														
<p><b>Metric/Indicator</b> Student achievement in grades 3-8 and 11 on standardized ELA assessments (CAASPP)</p> <p>Source: California School Dashboard; CAASPP.cde.ca.gov</p> <p><b>19-20</b> 2018-19: CAASPP ELA Average distance from standard met/Level 3 (DF3):</p> <p>All: -7.4</p> <p>Continue to accelerate gap closure with the following targets for the lowest performing student groups:</p> <ul style="list-style-type: none"> <li>• Low Income: -21</li> <li>• English Learner: -30</li> <li>• Students with Disabilities: -73</li> <li>• African American students: -40</li> <li>• Hispanic/Latino students: -19</li> </ul> <p><b>Baseline</b> 2015-16: CAASPP ELA Average distance from standard met/Level 3 (DF3)</p> <p>All: -28.4</p> <p>Status of lowest performing student groups:</p>	<p>Due to the COVID-19 Pandemic, the CAASPP was not administered in 2019-20. Results for 2018-19 are provided below.</p> <p>2018-19 CAASPP ELA Results for Grades 3-8 and 11</p> <table border="1" data-bbox="1066 573 1686 846"> <thead> <tr> <th>Student Group</th> <th>Average Distance From Standard (DFS)</th> </tr> </thead> <tbody> <tr> <td>All students</td> <td>-21.5</td> </tr> <tr> <td>Low Income Students</td> <td>-43.9</td> </tr> <tr> <td>English Learners</td> <td>-58.0</td> </tr> <tr> <td>Students with Disabilities</td> <td>-100.5</td> </tr> <tr> <td>African American students</td> <td>-72.5</td> </tr> <tr> <td>Hispanic/Latino students</td> <td>-39.7</td> </tr> </tbody> </table> <p>Source: California School Dashboard (CSD)</p>	Student Group	Average Distance From Standard (DFS)	All students	-21.5	Low Income Students	-43.9	English Learners	-58.0	Students with Disabilities	-100.5	African American students	-72.5	Hispanic/Latino students	-39.7
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Hispanic/Latino students	-39.7														

Expected	Actual														
<ul style="list-style-type: none"> <li>• Low Income: -49.1</li> <li>• English Learner -55.1</li> <li>• Students with Disabilities: -101.3</li> <li>• African American: -69.2</li> <li>• Hispanic/Latino: -47.6</li> </ul>															
<p><b>Metric/Indicator</b> Student achievement in grades 3-8 and 11 on standardized Math assessments (CAASPP)</p> <p>Source: California School Dashboard; CAASPP.cde.ca.gov</p> <p><b>19-20</b> 2018-19: CAASPP Math Average distance from standard met/Level 3 (DF3)</p> <p>All: -30.4</p> <p>Accelerate gap closure with the following targets for the lowest performing student groups:</p> <ul style="list-style-type: none"> <li>• Low Income: -39</li> <li>• English Learner -38</li> <li>• Students with Disabilities: -85</li> <li>• African American: -65</li> <li>• Hispanic/Latino: -40</li> </ul> <p><b>Baseline</b> 2015-16: CAASPP Math Average distance from standard met/Level 3 (DF3)</p> <p>All: -45.4</p> <p>Status of lowest performing student groups:</p> <ul style="list-style-type: none"> <li>• Low Income: -66.1</li> </ul>	<p>Due to the COVID-19 Pandemic, the CAASPP was not administered in 2019-20. Results for 2018-19 are provided below.</p> <p><b>2018-19 CAASPP Math Results for Grades 3-8 and 11</b></p> <table border="1" data-bbox="1066 561 1843 902"> <thead> <tr> <th>Student Group</th> <th>Average Distance From Standard (DFS)</th> </tr> </thead> <tbody> <tr> <td>All students</td> <td>-48.8</td> </tr> <tr> <td>Low Income Students</td> <td>-70.5</td> </tr> <tr> <td>English Learners</td> <td>-75.1</td> </tr> <tr> <td>Students with Disabilities</td> <td>-129.1</td> </tr> <tr> <td>African American students</td> <td>-107</td> </tr> <tr> <td>Hispanic/Latino students</td> <td>-69.8</td> </tr> </tbody> </table> <p>Source: California School Dashboard (CSD)</p>	Student Group	Average Distance From Standard (DFS)	All students	-48.8	Low Income Students	-70.5	English Learners	-75.1	Students with Disabilities	-129.1	African American students	-107	Hispanic/Latino students	-69.8
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Expected	Actual																															
<ul style="list-style-type: none"> <li>English Learner -65</li> <li>Students with Disabilities: -119.4</li> <li>African American: -92.6</li> <li>Hispanic/Latino: -66.9</li> </ul>																																
<p><b>Metric/Indicator</b> Percent of graduates who have completed A-G (college ready) courses</p> <p>Source: CDE DataQuest</p> <p><b>19-20</b> Increase by 5 percent until 55% is reached.</p> <p>Increase for Students with Disabilities by 3% a year.</p> <p><b>Baseline</b> 2015-16: 43.0 percent</p> <p>Status of lowest performing student groups:</p> <ul style="list-style-type: none"> <li>Low Income: 39.2%</li> <li>English Learner: 9.8%</li> <li>Students with Disabilities: 5%</li> <li>African American 34.9%</li> <li>Hispanic/Latino 36.6%</li> </ul>	<p><b>Graduates meeting UC/CSU Requirements (Four Year Adjusted Cohort Outcome)</b></p> <table border="1" data-bbox="1066 508 1797 784"> <thead> <tr> <th rowspan="2">Student Group</th> <th colspan="3">Percent of Group Completing</th> </tr> <tr> <th>2017-18</th> <th>2018-19</th> <th>2019-20</th> </tr> </thead> <tbody> <tr> <td>All students</td> <td>51.1</td> <td>50.7</td> <td>54</td> </tr> <tr> <td>Low Income Students</td> <td>46.5</td> <td>46.1</td> <td>50.3</td> </tr> <tr> <td>English Learners</td> <td>35.5</td> <td>35.9</td> <td>37.7</td> </tr> <tr> <td>Students with Disabilities</td> <td>10</td> <td>11.8</td> <td>17.6</td> </tr> <tr> <td>African American students</td> <td>29</td> <td>32.5</td> <td>36.5</td> </tr> <tr> <td>Hispanic/Latino students</td> <td>42</td> <td>41.9</td> <td>45.5</td> </tr> </tbody> </table> <p>Source: CDE Dataquest (Does not include charter schools)</p>	Student Group	Percent of Group Completing			2017-18	2018-19	2019-20	All students	51.1	50.7	54	Low Income Students	46.5	46.1	50.3	English Learners	35.5	35.9	37.7	Students with Disabilities	10	11.8	17.6	African American students	29	32.5	36.5	Hispanic/Latino students	42	41.9	45.5
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<p><b>Metric/Indicator</b> Percent of students passing an Advanced Placement (AP) exam (3+)</p> <p>Source: SCUSD Internal analysis</p> <p><b>19-20</b> Increase by 2 percent until 65% is reached.</p>																																

Expected	Actual																															
<p><b>Baseline</b> 2015-16: 59.7 percent</p> <p>Status of lowest performing student groups:</p> <ul style="list-style-type: none"> <li>• Low Income: 52%</li> <li>• English Learner: 44.4%</li> <li>• Students with Disabilities: 20%</li> <li>• African American 39.3%</li> <li>• Hispanic/Latino 57.9%</li> </ul>	<p><b>Advanced Placement (AP) Exams:</b> Percent of 10-12<sup>th</sup> grade students passing at least one exam with a score of 3+</p> <table border="1" data-bbox="1073 326 1982 672"> <thead> <tr> <th rowspan="2">Student Group</th> <th colspan="3">Percent of Student Group</th> </tr> <tr> <th>2017-18</th> <th>2018-19</th> <th>2019-20</th> </tr> </thead> <tbody> <tr> <td>All students</td> <td>10.8</td> <td>10.6</td> <td>5.7</td> </tr> <tr> <td>Low Income Students</td> <td>8.5</td> <td>8.0</td> <td>4.2</td> </tr> <tr> <td>English Learners</td> <td>3.1</td> <td>4.4</td> <td>2.1</td> </tr> <tr> <td>Students with Disabilities</td> <td>0.5</td> <td>0.4</td> <td>0.7</td> </tr> <tr> <td>African American students</td> <td>2.3</td> <td>2.4</td> <td>1.6</td> </tr> <tr> <td>Hispanic/Latino students</td> <td>9.9</td> <td>8.9</td> <td>4.4</td> </tr> </tbody> </table> <p>Source: SCUSD Internal CALPADS Analysis</p>	Student Group	Percent of Student Group			2017-18	2018-19	2019-20	All students	10.8	10.6	5.7	Low Income Students	8.5	8.0	4.2	English Learners	3.1	4.4	2.1	Students with Disabilities	0.5	0.4	0.7	African American students	2.3	2.4	1.6	Hispanic/Latino students	9.9	8.9	4.4
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<p><b>Metric/Indicator</b> Percent of students demonstrating college readiness on standardized ELA assessment (CAASPP grade 11 "Exceeded")</p> <p>Source: CAASPP.cde.ca.gov</p> <p><b>19-20</b> Increase by 2 percent for both Ready and Conditionally Ready</p> <p><b>Baseline</b> 2015-16: 19.0 percent</p> <p>Status of lowest performing student groups:</p> <ul style="list-style-type: none"> <li>• Low Income: 15%</li> <li>• English Learner: 1%</li> <li>• Students with Disabilities: 2%</li> <li>• African American 9%</li> <li>• Hispanic/Latino 10%</li> </ul>	<p>Due to the COVID-19 Pandemic, the CAASPP was not administered in 2019-20. Results for 2018-19 are provided below.</p> <p><b>2018-19 CAASPP ELA Results:</b> Percent of 11<sup>th</sup> Grade Students Exceeding Standard</p> <table border="1" data-bbox="1073 951 1692 1195"> <thead> <tr> <th>Student Group</th> <th>Percent</th> </tr> </thead> <tbody> <tr> <td>All students</td> <td>21.0</td> </tr> <tr> <td>Low Income Students</td> <td>15.3</td> </tr> <tr> <td>English Learners</td> <td>0</td> </tr> <tr> <td>Students with Disabilities</td> <td>2.3</td> </tr> <tr> <td>African American students</td> <td>7.7</td> </tr> <tr> <td>Hispanic/Latino students</td> <td>15.1</td> </tr> </tbody> </table> <p>Source: CAASPP Test Results Site (caaspp-elpac.cde.ca.gov/caaspp/)</p>	Student Group	Percent	All students	21.0	Low Income Students	15.3	English Learners	0	Students with Disabilities	2.3	African American students	7.7	Hispanic/Latino students	15.1																	
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<p><b>Metric/Indicator</b> Percent of students demonstrating college readiness on standardized Math assessment (CAASPP grade 11 "Exceeded")</p> <p>Source: CAASPP.cde.ca.gov</p> <p><b>19-20</b> Increase by 2 percent</p> <p><b>Baseline</b> 2015-16: 8.0 percent</p> <p>Status of lowest performing student groups:</p> <ul style="list-style-type: none"> <li>• Low Income: 6%</li> <li>• English Learner: 2%</li> <li>• Students with Disabilities: 1%</li> <li>• African American 2%</li> <li>• Hispanic/Latino 3%</li> </ul>	<p>Due to the COVID-19 Pandemic, the CAASPP was not administered in 2019-20. Results for 2018-19 are provided below.</p> <p><b>2018-19 CAASPP Math Results:</b> Percent of 11<sup>th</sup> Grade Students Exceeding Standard</p> <table border="1" data-bbox="1062 334 1688 578"> <thead> <tr> <th>Student Group</th> <th>Percent</th> </tr> </thead> <tbody> <tr> <td>All students</td> <td>10.3</td> </tr> <tr> <td>Low Income Students</td> <td>6.1</td> </tr> <tr> <td>English Learners</td> <td>1.4</td> </tr> <tr> <td>Students with Disabilities</td> <td>0.5</td> </tr> <tr> <td>African American students</td> <td>1.6</td> </tr> <tr> <td>Hispanic/Latino students</td> <td>5.3</td> </tr> </tbody> </table> <p>Source: CAASPP Test Results Site (caaspp-elpac.cde.ca.gov/caaspp/)</p>	Student Group	Percent	All students	10.3	Low Income Students	6.1	English Learners	1.4	Students with Disabilities	0.5	African American students	1.6	Hispanic/Latino students	5.3																	
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<p><b>Metric/Indicator</b> Cohort graduation rate</p> <p>Source: CDE DataQuest</p> <p><b>19-20</b> Increase by 2.5% a year until 90% or greater rates are achieved for all student groups.</p> <p>Increase graduation rate for SWD by 3% a year until it reaches parity with all student groups.</p> <p><b>Baseline</b> 2015-16: 81.4 percent</p> <p>Status of lowest performing student groups:</p>	<p><b>Cohort Graduation Rates for 2017-18 to 2019-20</b></p> <table border="1" data-bbox="1062 971 1856 1247"> <thead> <tr> <th rowspan="2">Student Group</th> <th colspan="3">Percent</th> </tr> <tr> <th>2017-18</th> <th>2018-19</th> <th>2019-20</th> </tr> </thead> <tbody> <tr> <td>All students</td> <td>86.3</td> <td>85.7</td> <td>87.3</td> </tr> <tr> <td>Low Income Students</td> <td>85.6</td> <td>84.7</td> <td>86.1</td> </tr> <tr> <td>English Learners</td> <td>77.5</td> <td>81.2</td> <td>75.8</td> </tr> <tr> <td>Students with Disabilities</td> <td>65.1</td> <td>66</td> <td>70.4</td> </tr> <tr> <td>African American students</td> <td>77.7</td> <td>77.1</td> <td>82.4</td> </tr> <tr> <td>Hispanic/Latino students</td> <td>85.4</td> <td>84.2</td> <td>84.6</td> </tr> </tbody> </table> <p>Source: California School Dashboard (CSD)</p> <p>Notes: As of the 2019 Dashboard, the Graduation Rate Indicator reports a combined 4/5 year Cohort Graduation Rate. The 2017-18 and 2018-19 results reported above both are based on this method. The results above do not include charter schools.</p>	Student Group	Percent			2017-18	2018-19	2019-20	All students	86.3	85.7	87.3	Low Income Students	85.6	84.7	86.1	English Learners	77.5	81.2	75.8	Students with Disabilities	65.1	66	70.4	African American students	77.7	77.1	82.4	Hispanic/Latino students	85.4	84.2	84.6
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<ul style="list-style-type: none"> <li>• Low Income: 79.2%</li> <li>• English Learner: 73.8%</li> <li>• Students with Disabilities: 57.3%</li> <li>• African American 72.3%</li> <li>• Hispanic/Latino 77.8%</li> </ul>	
<p><b>Metric/Indicator</b> Percent of International Baccalaureate (IB) students receiving IB diplomas</p> <p>Source: SCUSD Internal analysis</p> <p><b>19-20</b> Increase by 2 percent</p> <p><b>Baseline</b> 2015-16: 6.4% percent</p>	<p>Percent of IB Diploma Program candidates that completed the full IB Diploma</p> <p>2017-18: 1.8% 2018-19: 3.3% 2019-20: 7.5%</p> <p>Source: School Site Reporting of Outcomes</p>
<p><b>Metric/Indicator</b> Percent of English Learner students making progress (ELPI)</p> <p>Source: California School Dashboard</p> <p>CELDT/ELPAC Progress</p> <p>Source: SCUSD Internal analysis</p> <p><b>19-20</b> Increase in progress toward English proficiency as measured by ELPAC:</p> <p>30% increase in the percentage of students at overall Level 1 who increased one or more levels in one year. (Baseline: 28% of Level 1 students increased one or more levels from 2017 to 2018.)</p>	<p>Due to the COVID-19 Pandemic, no results for the English Learner Progress Indicator (ELPI) were published on the 2020 Dashboard. Results from the 2019 Dashboard are provided below.</p>



Expected	Actual												
<p>50% reduction in the percentage of students whose scores decreased one or more levels. (Baseline:19% of students with two ELPAC scores experienced a decrease)</p> <p><b>Baseline</b> Spring 2017 California School Dashboard:</p> <p>Status: Low (63.7%) Change: Maintained (-0.8%)</p> <p>2016-17 % of EL students making annual progress as measured by CELDT: 53%</p>	<p><b>2018-19 English Language Proficiency Assessments for California (ELPAC) Results</b></p> <table border="1" data-bbox="1066 285 1923 587"> <thead> <tr> <th>Testing Result</th> <th>Percent of English Learners Tested</th> </tr> </thead> <tbody> <tr> <td>Decreased at least one Level</td> <td>18.5</td> </tr> <tr> <td>Maintained Level 1, 2L, 2H, 3L, 3H</td> <td>37.4</td> </tr> <tr> <td>Maintained Level 4</td> <td>3.4</td> </tr> <tr> <td>Progressed at least one Level</td> <td>40.6</td> </tr> <tr> <td>Made Annual Progress*</td> <td>44.1</td> </tr> </tbody> </table> <p>Source: California School Dashboard (CSD)</p> <p>Note: ‘Annual Progress’ on the ELPAC is defined as progressing at least one Level OR Maintaining Level 4. Level 4 is the highest level a student can score on the ELPAC.</p>	Testing Result	Percent of English Learners Tested	Decreased at least one Level	18.5	Maintained Level 1, 2L, 2H, 3L, 3H	37.4	Maintained Level 4	3.4	Progressed at least one Level	40.6	Made Annual Progress*	44.1
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<p><b>Metric/Indicator</b> Percent of English Learner students reclassified</p> <p>Source: CDE DataQuest</p> <p><b>19-20</b> Increase by 1.5 percent</p> <p><b>Baseline</b> 2016-17: 11.2 percent</p>	<p>Note: Baseline reported in 2016-17 included charter school reclassification date.</p> <p>Data excluding charter schools: 2017-18: 12.6% 2018-19: 9.5% 2019-20: 10.3%</p> <p>Source: Reclassification Data from the California Department of Education (CDE)</p>												
<p><b>Metric/Indicator</b> Enrollment in 9th - 12th grade Linked Learning Pathways / Career Academies</p> <p>Source: SCUSD Internal analysis</p>													

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<p><b>19-20</b> Maintain a threshold of 35%.</p> <p><b>Baseline</b> 2015-16: 34.1 percent</p>	<p><b>Percentage of 9-12<sup>th</sup> grade students enrolled in Career Technical Education (CTE) (Linked Learning Pathways/Career Academies)</b></p> <table border="1" data-bbox="1060 293 1724 570"> <thead> <tr> <th rowspan="2">Student Group</th> <th colspan="2">Percent of Group</th> </tr> <tr> <th>2018-19</th> <th>2019-20</th> </tr> </thead> <tbody> <tr> <td>All students</td> <td>20.8</td> <td>23.3</td> </tr> <tr> <td>Low Income Students</td> <td>20.6</td> <td>23.5</td> </tr> <tr> <td>English Learners</td> <td>19.3</td> <td>19.8</td> </tr> <tr> <td>Students with Disabilities</td> <td>16.8</td> <td>19.3</td> </tr> <tr> <td>African American students</td> <td>20.2</td> <td>24.2</td> </tr> <tr> <td>Hispanic/Latino students</td> <td>22.0</td> <td>24.7</td> </tr> </tbody> </table> <p>Source: SCUSD Internal CALPADs Analysis</p>	Student Group	Percent of Group		2018-19	2019-20	All students	20.8	23.3	Low Income Students	20.6	23.5	English Learners	19.3	19.8	Students with Disabilities	16.8	19.3	African American students	20.2	24.2	Hispanic/Latino students	22.0	24.7
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<p><b>Metric/Indicator</b> Implementation of Ethnic Studies curriculum</p> <p>Source: Local</p> <p><b>19-20</b> Full implementation as a semester-long graduation requirement</p> <p><b>Baseline</b> 2016-17: Pilot curriculum at C.K. McClatchy, Luther Burbank, and George Washington Carver High Schools</p>	<p>SCUSD’s graduation requirements now include a one-semester ethnic studies requirement. Up to and including the graduating class of 2022, students can take either Ethnic Studies or Contemporary Global Issues. From the graduating class of 2023 on, Ethnic Studies will fully replace Contemporary Global Issues as the graduation requirement.</p> <p>Source: SCUSD Graduation Requirements</p>																							
<p><b>Metric/Indicator</b> Students have access to a broad course of study.</p> <p>Source: SCUSD Internal analysis</p> <p><b>19-20</b> Maintain course access at 100%</p> <p><b>Baseline</b> 2016-17: 100% of students have access to a broad course of study</p>	<p>Specific methodology for this metric has not been defined in previous years, though this metric has been reported on as part of the district’s Local Indicator Data in the California School Dashboard.</p> <p>All students have access to the district’s basic, broad course of study.</p> <p>Local Indicator reporting further discusses some of the systemic inequities present that result in disproportionately low enrollment in Advanced Placement and for A-G on-track status for multiple student groups. While all students may have access to the basic,</p>																							

Expected	Actual																																																											
	<p>broad course of study, this equal access is not manifesting in students equitably accessing advanced coursework or attaining key college preparedness indicators.</p> <p>Source: SCUSD Local Indicator Data on California School Dashboard (CSD)</p>																																																											
<p><b>Metric/Indicator</b> Participation in Advanced Learning Opportunities</p> <p>Source: SCUSD Internal analysis</p> <p><b>19-20</b> Monitor GATE identification for representation of all student groups.</p> <p><b>Baseline</b> 2016-17: Elementary GATE participation rate 13.2 percent 2016-7: Middle School GATE participation rate 31.7 percent</p>	<p>Pending</p> <p><b>Demographics of Students newly identified as GATE in First</b> Percent of group of all 1<sup>st</sup> graders and of newly identified students</p> <table border="1" data-bbox="1062 545 2007 1227"> <thead> <tr> <th data-bbox="1062 545 1570 675" rowspan="2">Student Group</th> <th colspan="2" data-bbox="1570 545 1864 586">2018-19</th> <th data-bbox="1864 545 2007 586">201</th> </tr> <tr> <th data-bbox="1570 586 1717 675">% of All 1<sup>st</sup></th> <th data-bbox="1717 586 1864 675">% of IDs</th> <th data-bbox="1864 586 2007 675">% of All 1<sup>st</sup></th> </tr> </thead> <tbody> <tr> <td data-bbox="1062 675 1570 716"><b>Total Cohort</b></td> <td data-bbox="1570 675 1717 716"><b>3591</b></td> <td data-bbox="1717 675 1864 716"><b>454</b></td> <td data-bbox="1864 675 2007 716"></td> </tr> <tr> <td data-bbox="1062 716 1570 756"><b>English Learners</b></td> <td data-bbox="1570 716 1717 756"><b>21.2</b></td> <td data-bbox="1717 716 1864 756"><b>11.2</b></td> <td data-bbox="1864 716 2007 756"></td> </tr> <tr> <td data-bbox="1062 756 1570 797"><b>Foster Youth</b></td> <td data-bbox="1570 756 1717 797"><b>0.3</b></td> <td data-bbox="1717 756 1864 797"><b>0.0</b></td> <td data-bbox="1864 756 2007 797"></td> </tr> <tr> <td data-bbox="1062 797 1570 837"><b>Homeless Youth</b></td> <td data-bbox="1570 797 1717 837"><b>0.7</b></td> <td data-bbox="1717 797 1864 837"><b>0.0</b></td> <td data-bbox="1864 797 2007 837"></td> </tr> <tr> <td data-bbox="1062 837 1570 878"><b>Socioeconomically Disadvantaged</b></td> <td data-bbox="1570 837 1717 878"><b>69.0</b></td> <td data-bbox="1717 837 1864 878"><b>43.2</b></td> <td data-bbox="1864 837 2007 878"></td> </tr> <tr> <td data-bbox="1062 878 1570 919"><b>Students with Disabilities</b></td> <td data-bbox="1570 878 1717 919"><b>14.3</b></td> <td data-bbox="1717 878 1864 919"><b>6.8</b></td> <td data-bbox="1864 878 2007 919"></td> </tr> <tr> <td data-bbox="1062 919 1570 959"><b>African American</b></td> <td data-bbox="1570 919 1717 959"><b>13.8</b></td> <td data-bbox="1717 919 1864 959"><b>2.9</b></td> <td data-bbox="1864 919 2007 959"></td> </tr> <tr> <td data-bbox="1062 959 1570 1000"><b>American Indian or Alaska Native</b></td> <td data-bbox="1570 959 1717 1000"><b>0.7</b></td> <td data-bbox="1717 959 1864 1000"><b>0.7</b></td> <td data-bbox="1864 959 2007 1000"></td> </tr> <tr> <td data-bbox="1062 1000 1570 1040"><b>Asian</b></td> <td data-bbox="1570 1000 1717 1040"><b>18.7</b></td> <td data-bbox="1717 1000 1864 1040"><b>23.1</b></td> <td data-bbox="1864 1000 2007 1040"></td> </tr> <tr> <td data-bbox="1062 1040 1570 1081"><b>Hispanic/Latino</b></td> <td data-bbox="1570 1040 1717 1081"><b>39.9</b></td> <td data-bbox="1717 1040 1864 1081"><b>24.7</b></td> <td data-bbox="1864 1040 2007 1081"></td> </tr> <tr> <td data-bbox="1062 1081 1570 1122"><b>Native Hawaiian or Pacific Islander</b></td> <td data-bbox="1570 1081 1717 1122"><b>2.1</b></td> <td data-bbox="1717 1081 1864 1122"><b>1.1</b></td> <td data-bbox="1864 1081 2007 1122"></td> </tr> <tr> <td data-bbox="1062 1122 1570 1162"><b>White</b></td> <td data-bbox="1570 1122 1717 1162"><b>17.3</b></td> <td data-bbox="1717 1122 1864 1162"><b>34.1</b></td> <td data-bbox="1864 1122 2007 1162"></td> </tr> <tr> <td data-bbox="1062 1162 1570 1227"><b>Two or More Races</b></td> <td data-bbox="1570 1162 1717 1227"><b>7.6</b></td> <td data-bbox="1717 1162 1864 1227"><b>13.4</b></td> <td data-bbox="1864 1162 2007 1227"></td> </tr> </tbody> </table> <p>Source: Advanced Learning Department</p>	Student Group	2018-19		201	% of All 1 <sup>st</sup>	% of IDs	% of All 1 <sup>st</sup>	<b>Total Cohort</b>	<b>3591</b>	<b>454</b>		<b>English Learners</b>	<b>21.2</b>	<b>11.2</b>		<b>Foster Youth</b>	<b>0.3</b>	<b>0.0</b>		<b>Homeless Youth</b>	<b>0.7</b>	<b>0.0</b>		<b>Socioeconomically Disadvantaged</b>	<b>69.0</b>	<b>43.2</b>		<b>Students with Disabilities</b>	<b>14.3</b>	<b>6.8</b>		<b>African American</b>	<b>13.8</b>	<b>2.9</b>		<b>American Indian or Alaska Native</b>	<b>0.7</b>	<b>0.7</b>		<b>Asian</b>	<b>18.7</b>	<b>23.1</b>		<b>Hispanic/Latino</b>	<b>39.9</b>	<b>24.7</b>		<b>Native Hawaiian or Pacific Islander</b>	<b>2.1</b>	<b>1.1</b>		<b>White</b>	<b>17.3</b>	<b>34.1</b>		<b>Two or More Races</b>	<b>7.6</b>	<b>13.4</b>	
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<p><b>Metric/Indicator</b> Expansion of Gifted and Talented Education professional learning</p> <p>Source: Local</p>	<p>Due to competing professional learning demands, no teachers were enrolled in GATE certificate classes during the 2019-20 school year. Teachers were provided ongoing, on-site support by the GATE Training Specialist to sustain and improve program offerings.</p>																																																											

Expected	Actual									
<p><b>19-20</b> Maintain enrollment in GATE certificate classes at 20.</p> <p><b>Baseline</b> 2016-17: 33 teachers completes the GATE professional learning sequence</p>	<p>Source: SCUSD Curriculum and Instruction Department</p>									
<p><b>Metric/Indicator</b> Graduation On Track: N and % of high school students moved from off-track to on-track by the end of Semester 1.</p> <p>Source: PTAI (local)</p> <p><b>19-20</b> Establish goal based on baseline</p> <p><b>Baseline</b> Establish baseline in 2018-19</p>	<p><b>Number and Percent of high school students moved from Off-Track to On-Track for Graduation by the end of the first semester</b></p> <table border="1" data-bbox="1066 641 1766 769"> <thead> <tr> <th>Year</th> <th>Number</th> <th>Percent</th> </tr> </thead> <tbody> <tr> <td>2018-19</td> <td>1427/4171</td> <td>34.2</td> </tr> <tr> <td>2019-20</td> <td>1722/4938</td> <td>34.9</td> </tr> </tbody> </table> <p>Source: SCUSD Internal Data System (Performance and Targeted Action Index (PTAI))</p>	Year	Number	Percent	2018-19	1427/4171	34.2	2019-20	1722/4938	34.9
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2018-19	1427/4171	34.2								
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<p><b>Metric/Indicator</b> A-G On Track: N and % of 10th-12th grade students moved from a-g off-track to a-g subject borderline by the end of Semester 1.</p> <p>Source: PTAI (local)</p> <p><b>19-20</b> Establish goal based on baseline</p> <p><b>Baseline</b> Establish baseline in 2018-19</p>	<p><b>Number and Percent of high school students moved from Off-Track to subject borderline for A-G course completion by the end of the first semester</b></p> <table border="1" data-bbox="1066 1128 1759 1256"> <thead> <tr> <th>Year</th> <th>Number</th> <th>Percent</th> </tr> </thead> <tbody> <tr> <td>2018-19</td> <td>524/1953</td> <td>26.8</td> </tr> <tr> <td>2019-20</td> <td>644/1952</td> <td>33</td> </tr> </tbody> </table> <p>Source: SCUSD Internal Data System (Performance and Targeted Action Index (PTAI))</p>	Year	Number	Percent	2018-19	524/1953	26.8	2019-20	644/1952	33
Year	Number	Percent								
2018-19	524/1953	26.8								
2019-20	644/1952	33								

Expected	Actual
<p><b>Metric/Indicator</b> Implementation of State Standards in Social Studies and Civics: Confirm standards implementation is aligned with the FAIR Act</p> <p>Source: local</p> <p><b>19-20</b> Monitor implementation</p> <p><b>Baseline</b> Establish baseline in 2018-19</p>	<p>Prior levels of implementation were sustained and no additional implementation steps were taken. No formal baseline was established in 2018-19.</p> <p>Source: SCUSD Curriculum and Instruction Department</p>

### Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>A basic educational program is provided to all students in Sacramento City Unified School District as the foundation to developing College and Career Ready students. In order to improve student learning, close achievement gaps and ensure students are college, career, and life ready, the district will provide certificated salaries and benefits to attract teachers who are highly qualified to provide exemplary services to all students, including unduplicated counts. Kindergarten through third grade classes will be a maximum of 24 students per class. Maintain class size reduction at 24:1 in K-3, and provide class size reduction above formula at selected high-need sites. Maintain professional learning through collaborative time.</p> <p>At Title I schools, intervention services are provided to our most academically-challenged students.</p>	<p>Classroom teachers; classified staff; basic facilities costs; instructional supplies.</p> <p>1000-4000 LCFF \$261,874,148</p> <p>Maintain class size reduction to 24:1 in K-3, additional CSR in targeted classrooms, and professional learning through collaborative time. 1000-4000 Suppl/Con \$35,994,995</p> <p>Intervention and school initiatives 1000-6000 Title I \$2,914,000</p>	<p>1000-4000 LCFF \$261,173,682</p> <p>1000-4000 Suppl/Con \$38,329,452</p> <p>1000-4000 Title I \$6,389,135</p>
<p>Curriculum Coordinators and district training specialists offer on-going professional learning including on-site collaboration and job-embedded instructional coaching as a means to support the implementation of the CCSS and other California State Standards, including the ELD standards, World Languages, Next Generation Science Standards,</p>	<p>1000-3000 Suppl/Con \$799,477 1000-3000 Title I \$2,753,255 1000-3000 Title II \$859,018 1000-3000 Title III \$509,308</p>	<p>1000-3000 Suppl/Con \$536,503 1000-3000 Title I \$2,111,634 1000-3000 Title II \$897,947 1000-3000 Title III \$499,931</p>

<b>Planned Actions/Services</b>	<b>Budgeted Expenditures</b>	<b>Actual Expenditures</b>
Visual and Performing Arts, Social Science, Physical Education and Health; and professional learning for Special Education.	1000-3000 Suppl/Con EL \$107,249	1000-3000 Suppl/Con EL \$0
<p>Construct a strong foundation for early childhood learning with preschool and Transitional Kindergarten. Enhance school readiness and achievement over time with early literacy. Transitional kindergarten continues without modification.</p> <p>These early childhood offerings have been shifted to other providers: Early Head Start for infants and toddlers, preschool programs, in-house programs for children with medical needs, and prenatal education.</p>	<p>Federal Child Care: 235,774 Head Start: 5,840,686 SETA Headstart Preschool 31,200 PreK and Family Lit 15,000 State Preschool: 4,565,429 1000-4000 Grant \$10,688,089</p> <p>Transitional kindergarten</p> <p>1000-4000 Suppl/Con \$1,313,030 Contribution to state preschool</p> <p>1000-4000 Suppl/Con \$847,039 Contribution to Adult Education for the Parent Participation Preschool 1000-4000 Suppl/Con \$360,000</p>	<p>1000-4000 Grant \$11,262,183</p> <p>1000-4000 LCFF \$1,440,922</p> <p>1000-4000 Suppl/Con \$1,098,262</p> <p>1000-4000 LCFF \$1,600,000</p>
District librarians assist with research and project-based learning. Low income, English learner and foster youth have access to instructional technology resources to enhance instruction and provide college and career readiness activities.	1000-3000 Suppl/Con \$1,541,999	1000-3000 Suppl/Con \$1,556,146
<p>Increase access to Common Core instruction for students with disabilities. Develop and implement MTSS including strategies for evidence based academic and social emotional intervention and universal design for learning in all Gen Ed and SDC classes in K-12.</p> <p>Site capacity assessment tool will be validated and 100% of schools will have participated in the survey during 2019-20.</p>	<p>1000-3000 LCFF \$19,273,093 1000-3000 LCFF \$321,968</p>	<p>1000-3000 LCFF \$17,145,952 1000-3000 LCFF \$320,903</p>
Provide academic and career counseling to support students. Provide targeted assistance to low income, English learner, foster youth and students with disabilities in college and career readiness activities and guidance.	<p>1000-3000 LCFF \$762,567 1000-3000 Suppl/Con \$5,633,929</p>	<p>1000-3000 LCFF \$804,542 1000-3000 Suppl/Con \$5,960,083</p>

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>Counselors at every high school and .5 FTE at middle schools plus John Still and Rosa Parks K-8, for a total of 47 FTE districtwide.</p> <p>Action is modified with the addition of the Master Schedule Director and credit recovery programming to improve increased graduation rate and college and career readiness by ensuring students who are off-track get back on-track.</p>	<p>Master Schedule Director, Professional Learning, Credit Recovery Programming 1000-6000 Suppl/Con \$815,870</p>	<p>1000-6000 Suppl/Con \$479,512</p>
<p>Sustain and deepen the implementation of Linked Learning and High Quality Career Technical Education (CTE) Pathways that prepare students for post-secondary education and careers. Increase student participation in the work-based learning (WBL) continuum. CCGI is no longer in use.</p> <p>It is anticipated that Perkins will be renewed and additional funds will be provided through CTEIG 2, but those have not been awarded as of the LCAP adoption.</p>	<p>1000-4000 Suppl/Con \$2,941,941 Strong Workforce Grant 1000-7000 Grant \$83,057</p>	<p>1000-4000 Suppl/Con \$2,351,144 1000-7000 Grant \$14,308  Perkins Grant 1000-7000 Grant \$382,133</p>
<p>No funding is anticipated for the 2019-20 year. Grant funds were intended to be exhausted by 2018-19.</p>	<p>\$0</p>	<p>N/A</p>
<p>Foster Youth receive educational counseling from a Foster Youth Services Department Program Associate with the skills, time and training necessary to carry out the responsibilities of the Foster Youth Services Department. Educational outcomes for Foster Youth must mirror that of the general student population.</p> <p>Grant included refers to a contract with the County. Foster Youth served by the grant are 16-18 years old and will be prepared for independent living. Action is modified by the addition of the TUPE grant.</p>	<p>1000-4000 Suppl/Con \$435,230 1000-4000 Title I \$180,993 TUPE Grant 1000-4000 Grant \$973,160</p>	<p>1000-4000 Suppl/Con \$382,106 1000-4000 Title I \$152,729 1000-4000 Grant \$405,235</p>
<p>Provide English Language Development (ELD) professional learning for principals, district staff including bilingual instructional assistants, and other leaders. Implement the EL Master Plan in accordance with the CA</p>	<p>1000-4000 Suppl/Con \$7,535</p>	<p>1000-4000 Suppl/Con \$7,486</p>

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>ELA/ELD Framework. Staff support schools' monitoring of English Learner progress in ELD, and in academic subjects. Modified action reflects funding shift from Title I to LCFF - Suppl/Con EL. Action is modified by a reduction in staff (from 2 Coordinators to 1)</p>	<p>1000-4000 Suppl/Con EL \$367,432 1000-3000 Title I \$152,845 1000-4000 Title III \$927,554</p>	<p>1000-4000 Suppl/Con EL \$277,973 1000-3000 Title I \$111,637 1000-4000 Title III \$837,088</p>
<p>Expand access to programming to support students who are demonstrating beyond age level capacity for learning and creativity. Implement inclusive practices in the Gifted and Talented identification pathways that specifically support Low Income, English learners, students with disabilities, and culturally diverse learners.</p> <p>Action is modified by the addition of a Research and Data Coordinator who will oversee data and analysis requirements related to GATE eligibility, and math eligibility data analyses for math placement; coordinate the district-wide administration of the PSAT 8/9, PSAT, and SAT.</p>	<p>1000-3000 LCFF \$78,535 5000-5999: Services And Other Operating Expenditures Suppl/Con 692,000 1000-3000 Title I \$78,535 1000-3000 Title II \$115,520 Research and Data Coordinator (1.0 FTE) 1000-3000 Suppl/Con \$154,701</p>	<p>1000-3000 LCFF \$81,603 5000-5999: Services And Other Operating Expenditures Suppl/Con \$431,583 1000-3000 Title I \$82,652 1000-3000 Title II \$118,051 1000-3000 Suppl/Con \$99,237</p>
<p>Expand access to the International Baccalaureate (IB) program by providing ongoing professional learning, providing curricular resources, and community outreach to ensure that low income, English learners, and under-represented student groups are enrolled.</p>	<p>1000-4000 Suppl/Con \$972,538</p>	<p>1000-4000 Suppl/Con \$914,208</p>
<p>Actions identified by each School's Leadership team and School Site Council to be principally directed to support unduplicated students and reflected in the SPSA, in service of local decision making to support Action 1.1:</p> <ul style="list-style-type: none"> <li>• Curriculum, assessments, and professional learning</li> <li>• Substitutes for professional learning</li> <li>• Supplemental materials and instructional technology</li> </ul>	<p>1000-4000 Suppl/Con \$2,945,000</p>	<p>1000-5000 Suppl/Con \$3,128,465 1000-5000 Suppl/Con EL \$441,683</p>
<p>Actions identified by each School's Leadership team and School Site Council to be principally directed to support unduplicated students and reflected in the SPSA, in service of local decision making to support Action 1.2:</p> <ul style="list-style-type: none"> <li>• Intervention Supports such as Resource Teachers</li> </ul>	<p>1000-4000 Suppl/Con \$2,800,000</p>	<p>1000-5000 Suppl/Con \$1,421,553 1000-5000 Suppl/Con EL \$573,944</p>



Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<ul style="list-style-type: none"> <li>Instructional Assistants</li> </ul>		
<p>Actions identified by each School's Leadership team and School Site Council to be principally directed to support unduplicated students and reflected in the SPSA, in service of local decision making to support Action 1.3:</p> <ul style="list-style-type: none"> <li>Additional collaborative time for data analysis, planning and monitoring of student progress</li> <li>Academic Conferences</li> </ul>	1000-4000 Suppl/Con \$285,000	1000-5000 Suppl/Con \$407,122 1000-5000 Suppl/Con EL \$467,129
<p>Actions identified by each School's Leadership team and School Site Council to be principally directed to support unduplicated students and reflected in the SPSA, in service of local decision making to support Action 1.4:</p> <ul style="list-style-type: none"> <li>Supplemental materials for English Language Development</li> <li>Bilingual Instructional Assistants</li> <li>Books</li> </ul>	1000-4000 Suppl/Con EL \$1,930,000	1000-5000 Suppl/Con EL \$475,491 1000-5000 Suppl/Con \$55,959
<p>School Psychologists provide screening and early identification of learning disabilities and other challenges students face. Attend student study team meetings and recommend appropriate interventions or modifications as needed, especially for low income, English learner, foster youth and homeless students</p>	1000-3000 Suppl/Con \$3,971,800	1000-3000 Suppl/Con \$4,093,105
<p>Interventions to improve Grade Level Readiness will include Winter Break, after school, weekend and summer programs.</p>	1000-4000 Suppl/Con \$600,000 1000-4000 Title I \$900,000	1000-4000 Suppl/Con \$0 1000-4000 Title I \$79,797
<p>Action will not be implemented in 2019-20.</p>		N/A
<p>Provide intervention support through before-and-after school tutoring for students identified as low-performing in the targeted grades listed above.</p>	1000-6000 Grant \$1,792,254	Low-Performing Student Block Grant (LPSBG) 1000-6000 Grant \$1,277,462
<p>Credit recovery options at the Sacramento Accelerated Academy (SAA), the district's online credit recovery program housed on the Enrollment Center campus. SAA students work on coursework in a computer lab setting and have the assistance of teachers who are on-</p>	1000-4000 Suppl/Con \$1,129,983	1000-4000 Suppl/Con \$1,277,462

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
site as well as online teachers whom they can access remotely via the internet.		
SCUSD's Induction program will provide participating teachers individualized, job-embedded support in the first years of their teaching profession so as to increase the efficacy and retention of our new teachers. Participating Teachers will also demonstrate progress towards mastery of the California Standards for the Teaching Profession so as to effectively serve our diverse student body, their families and our community.	1000-5000 LCFF \$372,852 1000-3000 Title II \$780,652	1000-3000 LCFF \$266,055 1000-3000 Title II \$376,401

## Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

The majority of budgeted funds in this goal area were dedicated to salary and benefits that were implemented as planned and continued through the period of school closures. While there was reallocation of staff efforts during the transition to distance learning, there was not a significant reallocation of funding. The areas in which funds were expended on other actions or services and/or additional funds were used were:

- Providing technology and materials to ensure access to distance learning. Beginning with one device per family, chromebooks were distributed to all students who needed a device. Hotspots were provided upon request and a partnership was established with Comcast to provide several months of free internet access to eligible families. This broad effort was a primary focus immediately following school closures to ensure that all students, and especially low-income students, English Learners, Foster Youth, and Homeless Youth, could access distance learning.
- Staff identified additional software and materials to support instruction and distance learning implementation. This included an expanded Zoom subscription, physical textbooks, software licenses, and school supplies. This included district access to Nearpod, a tool for developing interactive lessons and online access to Rosetta Stone.
- Additional hourly time for key staff to prepare for the full launch and support of distance learning.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

The closure of school sites due to the COVID-19 pandemic presented a unique and significant challenge to the implementation of several actions/services in this area. Beginning in March 2019 and lasting through the end of the school year, many district activities had to be postponed, canceled, or significantly modified. In addition, the cancellation of state assessments in Math, English Language Arts, and Science and the changes in how other data were collected impacted the reporting of student outcomes. Overall, student

outcomes indicate some progress toward achieving the stated goal of increasing the percent of students who are on-track to graduate college and career ready while reaffirming the need to address inequitable outcomes between student groups and improve outcomes for all students.

### Successes

- District leadership continued to develop and implement common systems and processes for academic counseling. This included regular reviews by counselors to address identified student needs in a timely manner and A-G benchmarks set across the district. These benchmarks provide a rubric that counselors and students can use to understand how progress is made toward completion of the full A-G course sequence. This process was designed to specifically benefit unduplicated student groups and students with exceptional needs as they have continued to have disproportionate outcomes in these measures over time.
- Progress was made toward standardizing placement and eligibility criteria for college prep and Advanced Placement (AP) courses. Standard district eligibility criteria for math and science courses were created and the use of established College Board criteria for AP course placement started. This is a significant change from the previous context in which individual school sites, departments, or instructors set criteria of their own choosing, leading to wide variation in policies and practices across sites. The district also worked towards common course titles and the elimination of unnecessary course titles that contribute to the tracking of students into separate cohorts within the master schedule. The district also convened staff to collaboratively develop course placement criteria for English Learners to ensure that they are consistently enrolled in schedules that include both the appropriate Designated ELD instruction as well as keeping them on-track for graduation and providing opportunities for A-G completion. Similar work started and is in progress at the middle school grade levels. District and school site staff started collaborative discussions to review and revise placement and eligibility criteria for middle school mathematics, science, and GATE coursework. Overall, these course placement and eligibility efforts were just the beginning of a larger and ongoing effort to eliminate barriers and decrease the opportunity and access gaps that exist in the system.
- When the district shifted to distance learning, it took the opportunity to launch professional development for staff in Universal Design for Learning (UDL) as a part of the foundational training. As part of 'Phase 1' of Professional Development for Distance Learning, staff completed three self-paced modules on UDL. This professional development supports staff in designing instruction that provides multiple access points for students to engage in learning, multiple representations of content and concepts, and multiple ways for students to express their thinking. This training was also in alignment with the district's ongoing efforts to implement an effective Multi-Tiered System of Support (MTSS).
- The professional development provided for staff also included self-paced modules for instructional staff in a variety of distance learning tools – Google Classroom, software-based curricula, assessment platforms, collaborative tools, and accessibility tools and supports for students with disabilities. The skills acquired in this training supported the transition to distance learning and will support the ability of staff to implement hybrid instruction and other uses of instructional technology in the future.
- A key success within the context of distance learning was the design and implementation of virtual tools. This expanded into the 2020-21 school year. Early successes during 2019-20 included virtual supports for teacher induction (virtual classroom

visits), providing families an online preschool enrollment option, and engaging sites in virtual collaboration to support student groups (e.g. cross-school collaboration of Gay Straight Alliances (GSAs)).

## Challenges

Many of the key implementation challenges from 2019-20 were connected to school closures and the conditions of the pandemic. These included:

- Providing the appropriate technology (hardware) and connectivity to deliver distance learning. This was a major challenge at the outset of school closures and was addressed through a districtwide effort to obtain, distribute, and provide support to students and families to use computers. Wi-Fi hotspots were also made available upon request to facilitate internet connectivity. This broad challenge also included determining student and family needs, preparing devices for distribution, and appropriately inventorying and tracking distribution.
- Delivery of the wide range of professional development planned for the spring and early summer. Implementation of professional development as planned was, of course, impacted by the inability to gather in groups. This affected staff's ability to deliver internal opportunities within the district as well as attendance at outside conferences/workshops. This challenge also resulted from the need to implement new and urgent components of professional learning. As the instructional model shifted to distance learning, there were significant demands on staff time to engage in professional development designed to support the transition. This resulted in less time available for other types of professional development. Lastly, the district continued to struggle with an 'opt-in' model for some forms of professional development. This continued to present challenges in ensuring that all staff were consistently trained in specific forms of professional development.
- Credit recovery program participation was a challenge in the new school closure context. Staff cited the role of fatigue, as students were spending longer hours online and were less likely to voluntarily attend additional online classes. They also cited the inability to leverage in-person supervision to keep students on track. The presence of a supportive adult in the same room is a key support in keeping students on-track with their credit recovery program and goals.
- Delivering preschool and early kindergarten in an online format presented significant challenges, as did the logistical enrollment of families into preschool. Staff worked to rapidly pivot instruction to distance learning and have successful done so. However, the importance in early education of in-person teacher-student and student-student interactions cannot be understated. As noted, an online enrollment option was implemented.
- Physically connecting with unengaged students was and remains a challenge. In the early days of school closures, the numbers of unengaged students were high and it was difficult to connect some students to the initial distance learning rollout. Efforts to address this challenge are discussed further in the responses to goal 2 prompts.

A broad challenge that was present before school closures and remains a challenge is the ability to fully implement district common assessments. These were impacted by the same 'opt-in' culture referenced above and the participation in district common assessments was far from ideal. In 2019-20, only 43% of students participated in 1 or more interim assessment for English Language Arts and 53% participated in 1 or more for Math. This has been a focal point of stakeholder input and staff prioritization as assessments are critical to the district's planned MTSS efforts and overall ability to identify and address student needs.

## Actions Not Implemented

The majority of actions within this goal are based in salary and benefits for instructional staff. For these, most were implemented as planned and, while staff roles pivoted during school closures, positions themselves were maintained through school closures. Actions/expenditures not implemented due to COVID-19 included much of the professional development planned for the Spring semester and on-site programs and other activities requiring physical interaction. These included aspects of the teacher induction program (Action 1.22), in-person tutoring programs, and extracurricular activities. Some of these activities were later restored partially within the virtual space. Additionally, Advanced Placement (AP) exams were modified in scope by the College Board and International Baccalaureate (IB) exams were not held. The planned implementation of the Low-performing Student Block Grant (LPSBG) (Action 1.20) to provide additional tutoring was cut short by school closures and the planned summer school program was significantly modified. The summer school program that was offered was reduced in scope and provided staff an opportunity to pilot aspects of distance learning instruction in preparation for the fall.

## Overall Effectiveness

Review of the available data demonstrate progress towards the goal in some areas during the 2019-20 year and over the lifespan of the LCAP (2017-18 to 2019-20). In other areas, progress was minimal or decreases were observed. Overall, significant disparities in performance by student group persist and the need to increase the percent of students who are on-track to graduate college and career ready remains.

- The two key California School Dashboard indicators specifically aligned to this goal – Graduation Rate and College/Career Readiness – reveal mixed results when the data are disaggregated. While the overall rates for the district improved slightly from 2017-18 to 2019-20 (Graduation Rate increased from 86.3% to 87.3% and College/Career Readiness increased from 40.1 to 41.7%), the performance of student groups varied greatly. Significant progress was made in Graduation Rate over the three years for Homeless Youth (69.5% to 72.9%), Students with Disabilities (65.1% to 70.4%), African American students (77.7% to 82.4%), Filipino students (91.2% to 95.2%), White Students (88.7% to 92.5%), and Foster Youth (76.5% to 81.3%) while other student groups had relatively small increases or decreases. In the case of American Indian or Alaska Native students (78.6% to 73.3%) the decrease was more significant.
- For the College/Career Indicator on the California School Dashboard (not included as an LCAP indicator in the 2019-20 LCAP but discussed here as a relevant metric that will be included in the next LCAP), notable progress was made by Foster Youth (6.1% to 30%), Students with Disabilities (4.1% to 8.1%), American Indian or Alaska Native students (15.4% to 20%), Filipino students (48.2% to 58.1%), and Multiracial students (41.6% to 51.7%). Most of the remaining student groups increased or decreased slightly, with Asian students (61.4% to 56.9%) and Homeless Youth (17.9% to 12.3%) as the groups with the most significant decreases. Overall, 2019-20 results on these two indicators did not demonstrate significant forward progress in meeting the articulated goal, though there were some bright spots for specific student groups. Tremendous disparities between student groups persisted with four groups above 50% preparedness and five groups near or below 20% preparedness.
- The percentage of graduates completing UC 'A-G' requirements increased from 51.1% in 2017-18 to 54% in 2019-20, with individual student groups continuing to display vast disparities in outcomes. Asian (71.4%), Filipino (80%), and Multiracial

students (64.5%) had outcomes well above 'all students' in 2019-20. English Learners (37.7%), Foster Youth (38.5%), Homeless Youth (20.9%), Students with Disabilities (17.6%), African American Students (36.5%), and American Indian or Alaska Native students (30%) were all well below the average for 'All' students.

- Fall 2019 marked the first year that 'status' was reported on the California School Dashboard for the new English Learner Progress Indicator. Following two consecutive years of results for the new English Learner Proficiency Assessments for California (ELPAC), SCUSD achieved a 44.1% rate of English Learners making Annual Progress on the assessments. This rate includes students who either maintained the highest level possible (4) or improved at least one level. This rate is at the upper threshold of the state-defined 'Low' range. To enter the 'Medium' range a rate of 45-55% must be achieved. The overall rate for the state on the 2019 Dashboard was 48.3% making progress. The reclassification rate for 2019-20 (10.3%) increased from the 2018-19 rate (9.5%).
- The percentage of students passing at least one Advanced Placement (AP) exam with a score of 3 or higher decreased significantly (from 10.8% in 2017-18 to 5.7% in 2019-20). The AP context was impacted greatly by school closures, with tests being administered online and in a modified format. As a result, it is hard to compare the results to the prior year. However, the 2017-18 to 2018-19 results (10.8% to 10.6%) showed relatively static performance over that one-year time span.
- Student performance on the 2018-19 state English Language Arts (ELA) assessment showed a broadly positive trend relative to 2017-18 for the average Distance From Standard (DFS) score. This score represents the average amount above or below the threshold score for 'Standard Met.' There was notable improvement for 'All students' (-26.7 DFS to -22.1 DFS) and for several student groups. Foster Youth, Socioeconomically Disadvantaged students, Hispanic/Latino students, White students, and Multiracial students all improved by more than 5 points. Not all student groups made positive growth and the performance of Homeless Youth (-77.2 DFS to -88.5 DFS) and American Indian or Alaska Native students (-52.2 DFS to -61.8 DFS) were particularly concerning. Broadly, the performance of all students and student groups in the ELA assessment continue to demonstrate a significant need for improvement, with the overall district performance in 2018-19 still lagging significantly behind that of the state (-2.5 DFS).
- Student performance on the 2018-19 state Mathematics assessment did not change much for 'All students' relative to 2017-18. 'All students' improved slightly from -50.6 DFS to -48.8 DFS. While no student group improved more than 5 points, several decreased by significant amounts. Homeless Youth (-103.9 DFS to -122.3 DFS) and American Indian or Alaska Native students (-83.6 DFS to -98.6 DFS) showed the most concerning decreases and the district's overall performance (-48.8 DFS) remained below the state average (-33.5 DFS). The percent of 11th grade students exceeding standards for ELA (21%) and Math (10.3%) remained low and have shown minimal improvement since the 2015-16 baseline levels of 15% for ELA and 8% for Math.
- Outcomes for provision of standards-aligned curriculum and appropriately assigned and credentialed teachers remained at overall high levels. For 2019-20, 97% of teachers were fully credentialed and there were no teachers teaching outside of their area of subject competence. All students were found to have sufficient, standards-aligned instructional materials during fall inspections.

Overall, this goal remains an area in which significant progress is needed moving forward. With the district's guiding principle focused on students graduating with the greatest number of postsecondary choices from the widest array of options, the emphasis on college and career readiness and the related actions and metrics in this LCAP goal should continue.

## Goal 2

Students will be engaged with a safe, physically and emotionally healthy learning environment.

- All schools will become safer, more culturally competent environments, where students learn social and emotional skills and receive additional supports to increase their engagement in learning. (Action 2.1)
- Schools will provide more varied opportunities for students to become interested in school and learning through technology-based activities such as robotics, project-based learning, extended extracurricular and expanded learning program involvement, including any other costs associated with other enrichment opportunities (arts programs, field trips, assemblies, band, athletics, etc.). (Action 2.2)
- Maintain clean, safe, and appealing facilities conducive to learning. (Action 2.3)

State and/or Local Priorities addressed by this goal:

State Priorities:     Priority 1: Basic (Conditions of Learning)  
                           Priority 5: Pupil Engagement (Engagement)  
                           Priority 6: School Climate (Engagement)

Local Priorities:     SCUSD Strategic Plan

### Annual Measurable Outcomes

Expected	Actual
<p><b>Metric/Indicator</b> Well maintained school campuses</p> <p>Source(s): School Accountability Report Card</p> <p><b>19-20</b> Maintain FIT (Facilities Inspection Tool) Inspection rating at 100%.</p> <p>Maintain one plant manager and at least 16 hours of custodial time at each school.</p>	<p>Facilities Inspection Tool (FIT) Results:</p> <p>97% of school sites met or exceeded the 'Good Repair' standard in Spring 2019 inspections. (2 sites did not meet the 'Good Repair' standard)</p> <p>Percent of school sites with assigned Plant Manager: 2019-20: 100%</p> <p>Percent of school sites that meet the minimum threshold for weekly custodial time (12 hours): 2019-20: 100%</p> <p>Source: SCUSD Facilities Services Department</p>



Expected	Actual
<p><b>Baseline</b> 100% of schools inspected are rated exemplary or good on the Facilities Inspection Tool (FIT).</p> <p>Each school site has a Plant Manager and at least 12 hours of custodial time weekly.</p>	
<p><b>Metric/Indicator</b> Attendance</p> <p>Source: SCUSD midyear analysis</p> <p><b>19-20</b> District-wide attendance rates will maintain at 96% or greater.</p> <p><b>Baseline</b> 2015-16: 93.8% 2016-17: Mid year 95.3%</p>	<p>District-wide Attendance Rates</p> <p>2018-19 Final: 94.2%</p> <p>2019-20 Mid-Year: 94.8% (to 2.29.20)</p> <p>Source: SCUSD Internal Analysis</p>
<p><b>Metric/Indicator</b> Chronic Absence</p> <p>Source: SCUSD midyear analysis</p> <p><b>19-20</b> Chronic Absence rates will maintain at 10% or lower for all students</p> <p><b>Baseline</b> 2016-17: Mid year 11.9%</p> <p>Status of Specific Student Groups: Low Income: 13.7% English Learners: 9.5% Students with Disabilities: 17.2%</p>	<p>Chronic Absenteeism Rates for 2019-20 are shown for the portion of the year leading up to school closures due to COVID-19.</p>

**Expected**

Foster Youth: 21.6%  
 Homeless: 30.5%

African American: 18.5%  
 Hispanic/Latino: 13.1%

**Actual**

**Chronic Absenteeism Rates**

Student Group (Includes grades K-8 in alignment with California School Dashboard)	Percent of Group Chronically Absent	
	2018-19 Final	2019-20 Mid-Year
All students	14.8	11.0
Low Income Students	18.1	12.4
English Learners	11.2	8.3
Students with Disabilities	19.8	12.8
Foster Youth	30.1	21.4
Homeless Youth	57.9	42.8
African American students	27.6	20.1
Hispanic/Latino students	16.5	11.8

Sources:  
 2018-19 Final Data from California School Dashboard  
 2019-20 Mid-Year (to 2.28.20) from SCUSD Internal Analysis

Student Group (Includes Grades K-12)	Percent of Group Chronically Absent	
	2018-19 Final	2019-20 Mid-Year*
All students	17.2	13.1
Low Income Students	20.4	14.4
English Learners	14.5	10.9
Students with Disabilities	23.0	16.5
Foster Youth	39.5	24.3
Homeless Youth	58.5	44.5
African American students	30.4	22.9
Hispanic/Latino students	19.2	14.2

Sources:  
 2018-19 Final Data from CDE Dataquest  
 2019-20 Mid-Year data (to 2.28.20) from SCUSD Internal Analysis

A focus area for SCUSD has also been the Chronic Absenteeism rate for Kindergarten students:

2018-19 mid-year (to 2.21.19)\*: 17.2%  
 2018-19 Final (CDE Dataquest): 20.7%  
 2019-20 mid-year (to 2.28.20)\*: 15.1%

\*Source: SCUSD Internal Data System  
 (Performance and Targeted Action Index (PTAI))

Expected	Actual																																																											
<p><b>Metric/Indicator</b> Suspension rate</p> <p>Source: SCUSD midyear analysis</p> <p><b>19-20</b> Monitor suspension rate monthly.</p> <p>Lower suspension rate for all to 2.1%</p> <p>Continue to lower suspension rate for disproportionately affected student groups: African American Hispanic Foster Student with Disabilities</p> <p><b>Baseline</b> 2016-17: Mid year 3.8%</p> <p>Status of Specific Student Groups: Low Income: 4.5% English Learners: 3.0% Students with Disabilities: 8.4% Foster Youth: 18.1% Homeless: 10.0%</p> <p>African American: 10.0% Asian: 0.7% Hispanic: 3.5% White: 2.1%</p>	<p><b>Suspension Rates for 2018-19 and 2019-20</b></p> <table border="1" data-bbox="1060 267 1959 743"> <thead> <tr> <th rowspan="2">Student Group</th> <th colspan="4">Suspension Rate</th> </tr> <tr> <th>2018-19 Mid-Year</th> <th>2018-19 Final</th> <th>2019-20 Mid-Year</th> <th>2019-20 Final</th> </tr> </thead> <tbody> <tr> <td>All students</td> <td>3.8</td> <td>5.6</td> <td>3.1</td> <td>3.7</td> </tr> <tr> <td>Low Income Students</td> <td>4.6</td> <td>6.8</td> <td>3.7</td> <td>4.5</td> </tr> <tr> <td>English Learners</td> <td>3.2</td> <td>3.7</td> <td>2.1</td> <td>2.3</td> </tr> <tr> <td>Students with Disabilities</td> <td>7.2</td> <td>10</td> <td>5.6</td> <td>6.7</td> </tr> <tr> <td>Foster Youth</td> <td>14.2</td> <td>21.2</td> <td>9.9</td> <td>13.5</td> </tr> <tr> <td>Homeless Youth</td> <td>8.5</td> <td>12.2</td> <td>5.2</td> <td>6.4</td> </tr> <tr> <td>African American students</td> <td>10.1</td> <td>14.6</td> <td>8.1</td> <td>10.3</td> </tr> <tr> <td>Asian students</td> <td>1.2</td> <td>1.6</td> <td>0.8</td> <td>1.0</td> </tr> <tr> <td>Hispanic/Latino students</td> <td>3.5</td> <td>5.4</td> <td>2.7</td> <td>3.3</td> </tr> <tr> <td>White students</td> <td>2.0</td> <td>2.9</td> <td>1.8</td> <td>2.1</td> </tr> </tbody> </table> <p>Sources: 2018-19 Final from California School Dashboard (CSD) 2018-19 and 2019-20 Mid-Year from SCUSD Internal Analysis (Mid-Year data reports Suspension Rates to end of February) 2019-20 Final from CDE Dataquest</p>	Student Group	Suspension Rate				2018-19 Mid-Year	2018-19 Final	2019-20 Mid-Year	2019-20 Final	All students	3.8	5.6	3.1	3.7	Low Income Students	4.6	6.8	3.7	4.5	English Learners	3.2	3.7	2.1	2.3	Students with Disabilities	7.2	10	5.6	6.7	Foster Youth	14.2	21.2	9.9	13.5	Homeless Youth	8.5	12.2	5.2	6.4	African American students	10.1	14.6	8.1	10.3	Asian students	1.2	1.6	0.8	1.0	Hispanic/Latino students	3.5	5.4	2.7	3.3	White students	2.0	2.9	1.8	2.1
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<p>Source: CDE DataQuest</p> <p><b>19-20</b> Drop out rate will decrease to 9.4% for all, 9.7% for Low income, 11.3% for EL.</p> <p>Maintain a middle school drop out rate of less than 1 percent.</p> <p><b>Baseline</b> 2015-16: 10.9%</p> <p>Status of Specific Student Groups: Low Income: 12.2% English Learners: 13.3% Students with Disabilities: 18% Foster Youth: n/a Homeless: n/a</p> <p>African American: 19% Asian: 5.2% Hispanic: 10.9% White: 9.8%</p> <p>Middle school drop out rate: less than 1 percent</p>	<p>2018-19: 0.1% 2019-20: 0.06%</p> <p>Source: SCUSD Internal Analysis</p> <p><b>High School Drop Out Rate</b></p> <table border="1" data-bbox="1060 446 1885 860"> <thead> <tr> <th rowspan="2">Student Group</th> <th colspan="3">Dropout Rate of Group</th> </tr> <tr> <th>2017-18</th> <th>2018-19</th> <th>2019-20</th> </tr> </thead> <tbody> <tr> <td>All students</td> <td>8.9</td> <td>7.6</td> <td>6.2</td> </tr> <tr> <td>Low Income Students</td> <td>10</td> <td>8.4</td> <td>6.9</td> </tr> <tr> <td>English Learners</td> <td>13.9</td> <td>10</td> <td>13</td> </tr> <tr> <td>Students with Disabilities</td> <td>14.5</td> <td>10.3</td> <td>7.8</td> </tr> <tr> <td>Foster Youth</td> <td>26.3</td> <td>37.5</td> <td>16.7</td> </tr> <tr> <td>Homeless Youth</td> <td>25.5</td> <td>22.8</td> <td>22.1</td> </tr> <tr> <td>African American students</td> <td>14.8</td> <td>14.6</td> <td>9.7</td> </tr> <tr> <td>Asian students</td> <td>3.3</td> <td>4.4</td> <td>2.5</td> </tr> <tr> <td>Hispanic/Latino students</td> <td>10.1</td> <td>7.4</td> <td>7.6</td> </tr> <tr> <td>White students</td> <td>6.7</td> <td>6.1</td> <td>2.6</td> </tr> </tbody> </table> <p>Source: California Department of Education (CDE) Dataquest Note: Data does not include charter school outcomes</p>	Student Group	Dropout Rate of Group			2017-18	2018-19	2019-20	All students	8.9	7.6	6.2	Low Income Students	10	8.4	6.9	English Learners	13.9	10	13	Students with Disabilities	14.5	10.3	7.8	Foster Youth	26.3	37.5	16.7	Homeless Youth	25.5	22.8	22.1	African American students	14.8	14.6	9.7	Asian students	3.3	4.4	2.5	Hispanic/Latino students	10.1	7.4	7.6	White students	6.7	6.1	2.6
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<p><b>Metric/Indicator</b> School Climate Survey</p> <p>Source: Local</p> <p><b>19-20</b> Improve percent of positive responses by 5% annually until 90% is reached.</p> <p><b>Baseline</b> School Climate Survey Baseline Results as of 6/15/2017 percent of positive responses by construct:</p> <p>Students in grades 3-12 (N = 12,347)            Elementary:            Safety: 59%            Belongingness: 68%</p> <p>K-8:            Safety: 61%            Belongingness: 68%</p> <p>Middle:            Safety: 65%            Belongingness: 66%</p> <p>High :            Safety: 65%            Belongingness: 62%</p> <p>Teachers (N = 695)            Safety: 61%</p>	<p>Measures of Safety and Belongingness represent aggregate results across multiple survey questions. The data below represents the percent of respondents who answered positively (Indicated either positive or strongly positive response) on survey questions related to Safety and Belongingness.</p> <p>2019-20 Total Respondents:            Students: 17,506            Parents/Guardians: 1,922            Staff: 1,118</p> <table border="1" data-bbox="1066 735 1780 1130"> <thead> <tr> <th rowspan="3">Group</th> <th colspan="4">Percent Positive Responses</th> </tr> <tr> <th colspan="2">Safety</th> <th colspan="2">Belongingness</th> </tr> <tr> <th>18-19</th> <th>19-20</th> <th>18-19</th> <th>19-20</th> </tr> </thead> <tbody> <tr> <td>All Students (3<sup>rd</sup> -12<sup>th</sup>)</td> <td>63.8</td> <td>62.5</td> <td>65.8</td> <td>65.3</td> </tr> <tr> <td>Elementary</td> <td>61.0</td> <td>61.2</td> <td>68.3</td> <td>68.8</td> </tr> <tr> <td>K-8</td> <td>61.3</td> <td>60.0</td> <td>61.8</td> <td>63.1</td> </tr> <tr> <td>Middle School</td> <td>67.2</td> <td>65.6</td> <td>67.6</td> <td>66.4</td> </tr> <tr> <td>High School (Large)</td> <td>63.0</td> <td>60.5</td> <td>60.2</td> <td>57.2</td> </tr> <tr> <td>High School (Small)</td> <td>73.7</td> <td>72.0</td> <td>68.1</td> <td>68.2</td> </tr> <tr> <td>Staff</td> <td>61.2</td> <td>51.2</td> <td>73.3</td> <td>65.6</td> </tr> <tr> <td>Families</td> <td>85.0</td> <td>81.7</td> <td>84.6</td> <td>80.0</td> </tr> </tbody> </table> <p>Source: Local School Climate Survey</p>	Group	Percent Positive Responses				Safety		Belongingness		18-19	19-20	18-19	19-20	All Students (3 <sup>rd</sup> -12 <sup>th</sup> )	63.8	62.5	65.8	65.3	Elementary	61.0	61.2	68.3	68.8	K-8	61.3	60.0	61.8	63.1	Middle School	67.2	65.6	67.6	66.4	High School (Large)	63.0	60.5	60.2	57.2	High School (Small)	73.7	72.0	68.1	68.2	Staff	61.2	51.2	73.3	65.6	Families	85.0	81.7	84.6	80.0
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<p>Belongingness: 74%</p> <p>Families (N = 1,074)</p> <p>Safety: 83%</p> <p>Belongingness: 81%</p>																									
<p><b>Metric/Indicator</b> Chronic Absence Interventions:</p> <p>N and % of K-12th grade students who are at risk of being chronically absent, or chronically absent, and have documented evidence of two or more attendance interventions.</p> <p>Source: PTAI (local)</p> <p><b>19-20</b> Establish targets for N and %</p> <p><b>Baseline</b> Report baseline from 2018-19</p>	<p><b>2018-19 and 2019-20 Chronic Absence Intervention Results</b></p> <table border="1" data-bbox="1060 586 1780 776"> <thead> <tr> <th rowspan="2">Grade Span</th> <th colspan="2">2018-19</th> <th colspan="2">2019-20</th> </tr> <tr> <th>N</th> <th>%</th> <th>N</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>Elementary School</td> <td>8593</td> <td>64.2</td> <td>8960</td> <td>58.6</td> </tr> <tr> <td>Middle School</td> <td>2757</td> <td>64.5</td> <td>2561</td> <td>52.5</td> </tr> <tr> <td>High School</td> <td>6098</td> <td>73.9</td> <td>5792</td> <td>48.2</td> </tr> </tbody> </table> <p>Source: SCUSD Internal Data System (Performance and Targeted Action Index (PTAI))</p>	Grade Span	2018-19		2019-20		N	%	N	%	Elementary School	8593	64.2	8960	58.6	Middle School	2757	64.5	2561	52.5	High School	6098	73.9	5792	48.2
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<p><b>Metric/Indicator</b> Attendance Interventions:</p> <p>N and % of K-12th grade students who had less than 95.9% attendance, received attendance interventions, and had improved attendance by January 31</p> <p>Source PTAI (local)</p> <p><b>19-20</b> Establish targets for N and %</p> <p><b>Baseline</b> Report baseline from 2018-19</p>	<p><b>2018-19 and 2019-20 Attendance Intervention Results</b></p> <table border="1" data-bbox="1060 1130 1829 1344"> <thead> <tr> <th rowspan="2">Grade Span</th> <th colspan="2">2018-2019</th> <th colspan="2">2019-20</th> </tr> <tr> <th>N</th> <th>%</th> <th>N</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>Elementary School</td> <td>8661</td> <td>3.1</td> <td>10148</td> <td>21.4</td> </tr> <tr> <td>Middle School</td> <td>2669</td> <td>2.7</td> <td>2715</td> <td>25.5</td> </tr> <tr> <td>High School</td> <td>5532</td> <td>2.3</td> <td>4429</td> <td>30</td> </tr> </tbody> </table> <p>Source: SCUSD Internal Data System (Performance and Targeted Action Index (PTAI))</p>	Grade Span	2018-2019		2019-20		N	%	N	%	Elementary School	8661	3.1	10148	21.4	Middle School	2669	2.7	2715	25.5	High School	5532	2.3	4429	30
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Expected	Actual																								
<p><b>Metric/Indicator</b> Disproportionality in Suspension by Segment:</p> <p>N and % of K-6th grade students with 1 or more suspension incidents whose student groups are disproportionately represented</p> <p>N and % of 7th-8th grade students with 1 or more suspension incidents whose student groups are disproportionately represented</p> <p>N and % of 9th-12th grade students with 1 or more suspension incidents whose student groups are disproportionately represented</p> <p>Source: PTAI (local)</p> <p><b>19-20</b> Establish targets for N and %</p> <p><b>Baseline</b> Report baseline from 2018-19</p>	<p><b>Number and Percent of students with 1 or more total suspension incidents whose student groups are disproportionately represented based on 2017-18 data (African American and American Indian or Alaska Native students)</b></p> <table border="1" data-bbox="1066 444 1881 656"> <thead> <tr> <th rowspan="2">Grade Span</th> <th colspan="2">2018-2019</th> <th colspan="2">2019-20*</th> </tr> <tr> <th>N</th> <th>%</th> <th>N</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>K-6</td> <td>363/733</td> <td>49.5</td> <td>213/442</td> <td>44.4</td> </tr> <tr> <td>7-8</td> <td>213/496</td> <td>42.9</td> <td>173/406</td> <td>42.6</td> </tr> <tr> <td>9-12</td> <td>270/765</td> <td>35.3</td> <td>182/430</td> <td>42.3</td> </tr> </tbody> </table> <p>*2019-20 Data is through 4.7.20</p> <p>Source: SCUSD Internal Data System (Performance and Targeted Action Index (PTAI))</p>	Grade Span	2018-2019		2019-20*		N	%	N	%	K-6	363/733	49.5	213/442	44.4	7-8	213/496	42.9	173/406	42.6	9-12	270/765	35.3	182/430	42.3
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### Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
Ensure that school sites are clean, welcoming and well-maintained with sufficient staffing.	2000-3000 LCFF \$16,137,635 4000-4999: Books And Supplies LCFF \$802,623	2000-3000 LCFF \$15,317,441 4000-4999: Books And Supplies LCFF \$640,680
Expansion of the Safe Haven Initiative, ensuring that the SCUSD community knows that all district properties are to be considered a Safe Haven from U.S. Customs and Immigration Enforcement (ICE). This initiative includes, but is not limited to: <ul style="list-style-type: none"> <li>voluntary professional learning for staff;</li> </ul>	1000-4000 Suppl/Con \$271,000	1000-4000 Suppl/Con \$0

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<ul style="list-style-type: none"> <li>connections to resources for students and their families such as citizenship or English as a Second Language classes;</li> <li>support for DACA-eligible students.</li> </ul>		
<p>Action is modified to reflect the vacancy in Safe Schools Director and potential changes to the provision of services by School Resource Officers.</p>	<p>2000-3000 LCFF \$0 5000-5999: Services And Other Operating Expenditures LCFF \$1,510,000</p>	<p>2000-3000 LCFF \$177,402 5000-5999: Services And Other Operating Expenditures LCFF \$563,823</p>
<p>Action is modified to include stipends for Secondary School Leadership.</p> <p>Assistant Principals at the secondary level include staff above formula. These staff are responsible for supporting positive school climate at their site: targeted outreach to unduplicated students and their families in order to build trusting relationships.</p> <p>Additional funds are provided for stipends to department heads at district high schools. These stipends are to support their leadership on use of student data to provide interventions for struggling students in order to maintain on-track status for graduation and a-g course completion, especially for low-income and English learner students.</p>	<p>1000-3000 LCFF \$3,057,969 Stipends to department heads 1000-3000 Suppl/Con \$210,000</p>	<p>1000-3000 LCFF \$2,797,648 1000-3000 Suppl/Con \$170,932</p>
<p>Implement an integrated approach to school climate in order for schools to become more positive, dynamic and supportive places to learn. The approach integrates Social Emotional Learning competencies, Positive Behavior Intervention Supports, and Restorative Practices. Action is modified to reflect a change in funding.</p> <p>Budgeted expenditures include:</p> <ul style="list-style-type: none"> <li>SEL Director</li> <li>Equity Coaches</li> <li>Professional Learning and Conferences</li> <li>Supplemental Instructional Materials and Books</li> </ul>	<p>1000-4000 Suppl/Con \$273,149 1000-4000 Title I \$1,053,434 1000-4000 Title II \$385,662</p>	<p>1000-4000 Suppl/Con \$174,139 1000-4000 Title I \$743,709 1000-4000 Title II \$658,045</p>



Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
Continued support and training for Bully Prevention. Facilitate resolution of suspected bullying reports with safety plans and action plans for involved students. Ensure recognition of the effect of privilege, oppression and micro-aggression in suspected bullying.	2000-3000 Title I \$26,925 2000-3000 Grant \$114,788	2000-3000 Title I \$13,134 2000-3000 Grant \$55,992
<p>Implement a comprehensive program to increase attendance and decrease chronic absenteeism. The program ("Be Here") consists of four major activities:</p> <ul style="list-style-type: none"> <li>• Tracking and monitoring attendance data;</li> <li>• Communicating the importance of attendance;</li> <li>• Reducing punitive measures that keep students out of school;</li> <li>• Providing support for at-risk students</li> </ul> <p>All SCUSD schools will receive universal support, and the 21 schools with the highest rate of chronic absence will receive strategic and intensive services.</p> <p>Action is modified to reflect the district enrollment staff (added in Year 2) moved to Goal 3.</p>	Learning Community for School Success Grant 1000-4000 Grant \$515,513	1000-4000 Grant \$569,958
Wraparound health and mental health supports are provided by district nurses and social workers.	1000-3000 Suppl/Con \$1,722,569 1000-3000 Title I \$188,369 1000-3000 LCFF \$836,738 1000-4000 Suppl/Con \$39,000 1000-3000 Suppl/Con \$688,136 1000-3000 Title I \$196,988 1000-3000 LCFF \$800,428 1000-4000 Grant \$334,747	1000-3000 Suppl/Con \$1,643,028 1000-3000 Title I \$238,078 1000-3000 LCFF \$898,184 1000-4000 Suppl/Con \$39,000 1000-3000 Suppl/Con \$906,096 1000-3000 Title I \$31,700 1000-3000 LCFF \$809,374 1000-4000 Grant \$337,950
Provide Expanded Learning programming, including before school, after school, summer, and intersession learning experiences. Expanded Learning programs advance the academic, social, emotional, and physical needs and interests of students. Expanded Learning	ASES Grant 1000-4000 Grant \$8,968,801 1000-4000 Suppl/Con \$545,456	1000-4000 Grant \$9,586,180 1000-4000 Suppl/Con \$465,837

<b>Planned Actions/Services</b>	<b>Budgeted Expenditures</b>	<b>Actual Expenditures</b>
<p>opportunities are hands-on, engaging, student-centered, results-driven, and complement learning activities in the regular school day/year.</p> <p>Services are provided by community partners, with supervision, support and quality assurance, provided by the Youth Development department. SCUSD has 11 qualified main providers, including but not limited to: Sacramento Chinese Community Services Center, Target Excellence, Focus on Family, Boys &amp; Girls Club, and Center for Fathers and Families.</p>	1000-4000 Title I \$449,711	1000-4000 Title I \$464,751
<p>The Connect Center is a centralized Student Support Center that serves as a “gateway” to critical support services for students and families. This central hub provides a single, easily identifiable point of access and assistance to address the social, emotional, and health needs of all students.</p> <p>Services provided include: Information and referral; clinical consultation; case management; attendance intervention and support; individual and family counseling; crisis intervention; health insurance enrollment.</p>	1000-4000 Suppl/Con \$131,923 Medi-Cal: Kaiser: Learning Communities for School Success: 1000-4000 Grant \$161,645 1000-4000 Title I \$153,240	1000-4000 Suppl/Con \$152,651 1000-4000 Grant \$131,110 1000-4000 Title I \$67,195
<p>Support for the enrollment, attendance and achievement of homeless students to ensure they receive equal access to educational opportunities. Specific services include assistance in the following areas: school enrollment and attendance support services, records retrieval, school and hygiene supplies, health/immunization referrals, shelter/housing and community referrals, and education support services under McKinney-Vento Homeless Assistance Act: Education for Homeless Children and Youths.</p>	1000-4000 Title I \$161,872	1000-4000 Title I \$158,259
<p>Actions identified by each School's Leadership team and School Site Council to be principally directed to support unduplicated students and reflected in the Single Plan for Student Achievement (SPSA), in service of local decision making to support Student Support Centers in 27 schools.</p>	1000-4000 Suppl/Con \$360,000 1000-4000 Grant \$2,096,760	1000-4000 Suppl/Con \$143,046 1000-4000 Grant \$1,546,632
<p>Actions identified by each School's Leadership team and School Site Council to be principally directed to support unduplicated students and</p>	1000-4000 Suppl/Con \$920,000	1000-5000 Suppl/Con \$1,544,126

<b>Planned Actions/Services</b>	<b>Budgeted Expenditures</b>	<b>Actual Expenditures</b>
<p>reflected in the Single Plan for Student Achievement (SPSA), in service of local decision making to support Action 2.1 and 2.2:</p> <ul style="list-style-type: none"> <li>• Supplemental Instructional Materials in support of Positive School Climate</li> <li>• Personnel at school sites to support safety, student attendance, health, mental health, case management</li> <li>• Enrichment and extracurricular activities, including athletics</li> <li>• Robotics, art and music programs</li> </ul>		<p>1000-5000 Suppl/Con EL \$104,663</p>
<p>Student Leadership Conference</p>	<p>5000-5999: Services And Other Operating Expenditures Suppl/Con \$50,000</p>	<p>5000-5999: Services And Other Operating Expenditures Suppl/Con \$1,473</p>
<p>Provide more varied opportunities for students to become interested in school and learning through technology-based activities, extended extracurricular offerings, and experiential learning.</p>	<p>Music, Instructional Technology support, and other classroom equipment refresh 1000-6000 Suppl/Con \$500,000</p> <p>Elementary Athletics 1000-5000 Suppl/Con \$358,000</p> <p>College/Business Visits 1000-5000 Suppl/Con \$250,000</p> <p>Needs-based scholarships for experiential learning 1000-5000 Suppl/Con \$100,000</p> <p>Student Clubs 1000-4000 Suppl/Con \$50,000</p>	<p>1000-6000 Suppl/Con \$660,339</p> <p>1000-5000 Suppl/Con \$324,340</p> <p>1000-5000 Suppl/Con \$10,661</p> <p>1000-5000 Suppl/Con \$0</p> <p>1000-4000 Suppl/Con \$0</p>
<p>Expanded visual and performing arts opportunities</p>	<p>1000-4000 Suppl/Con \$791,376</p>	<p>1000-5000 Suppl/Con \$777,337</p>

## Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

The majority of budgeted funds in this goal area were dedicated to salary and benefits that were implemented as planned and continued through the period of school closures. While there was reallocation of staff efforts during the transition to distance learning, there was not a significant reallocation of funding. The areas in which funds were expended on other actions or services and/or additional funds were used were:

- Continuation of meal services for students and families. Additional funds were provided to Food and Nutrition Services to ensure that staff could effectively pivot to a model of food preparation and distribution that could be implemented within established safety parameters.
- Purchase of Personal Protective Equipment (PPE) and other supplies/equipment to ensure that essential services could be maintained and to prepare for the potential reopening of school sites. These efforts helped to lay the groundwork for the later reopening of learning hubs, which would provide in-person services for students with high needs.
- Additional hourly time for staff in student support and health services, technology services, and other critical departments to conduct targeted outreach to students and families and to develop systems for the full launch and support of distance learning.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

The closure of school sites due to the COVID-19 pandemic during the second half of the 2019-20 school year brought an entire set of new and unexpected challenges and opportunities for success in meeting those challenges. As discussed in the analysis section for Goal 1, the closure of physical school sites had wide-ranging impacts on the implementation of actions and the availability of student outcome data. Actions that were planned for the late spring or summer were modified or, in some cases, not implemented/postponed until the fall. The shift to a distance learning model and the professional learning that was implemented to support this shift provided the opportunity to engage all instructional staff in foundational training. An example of this was the integration of Social Emotional Learning (SEL) into Academic Content for Distance Learning. Staff at all grade levels were provided guidance and resources to implement core SEL practices into assigned online learning and face-to-face online sessions.

Distance learning also required a major shift in service delivery across departments including Student Services, Special Education, and other offices providing targeted supports to students and families. The provision of a safe, physically and emotionally healthy learning environment took on a very different meaning as the learning environment expanded beyond the physical school sites. The continuation of food and nutrition services during the shelter-in-place period was itself a massive undertaking requiring the coordination of many individuals and teams. Major challenges included communication with families to provide information about distance learning as well as important updates and guidance regarding COVID-19. Maintaining a sense of community and establishing meaningful connection between school and home became more challenging and more urgent than ever. The role of facilities staff took on new layers of complexity and urgency as they routinely sterilized and deep cleaned school sites and other facilities supporting

essential staff.

### Successes

To achieve the goal - Students will be engaged with a safe, physically and emotionally healthy learning environment – the majority of actions were implemented as planned and are discussed below in three overarching areas. These included (a) actions that supported the effective implementation of systems, structures, and curriculum at school sites, (b) actions that provided a range of wrap-around services for students and families, and (c) actions that enhanced the academic and experiential opportunities for students.

- Actions that focused on the effective implementation of systems, structures, and curriculum at school sites included the district’s Positive Behavioral Interventions and Supports (PBIS) and Social Emotional Learning (SEL) programs (Action 2.5), anti-bullying efforts (Action 2.6), the ‘Be Here’ Attendance Initiative (Action 2.7), and Assistant Principals at secondary school sites (2.4). PBIS and SEL efforts were aligned through the work of Equity Coaches that provided support to implement SEL curriculum, staff training in PBIS and Restorative Practices, and direct teacher support to develop and sustain positive culture/climate in the classroom and schoolwide. The bullying prevention program sustained efforts to provide staff training, build awareness, and provide direct site support in resolution of individual bullying incidents. The program coordinator worked closely with PBIS and SEL staff to align efforts. The grant-funded ‘Be Here’ attendance initiative implemented a range of actions to decrease Chronic Absenteeism. Twenty-one focus school sites were supported to implement best practices including regular meeting of attendance teams, data-based goal setting, development of attendance-specific MTSS structures, student case management, and participation in a monthly peer network. Assistant Principals at secondary school sites were key leaders in the site-based implementation and coordination of all of the above named efforts (PBIS, SEL, bullying prevention, Be Here attendance program) and other programs key to the development and maintenance of positive school climate and culture. Additionally, the district’s preliminary efforts to implement a system-wide Multi-Tiered System of Supports (MTSS) resulted in a comprehensive three-year plan with installation to begin in 2020-21.

- A second set of actions was focused on the provision of wrap-around services for students and families and included Health services (Action 2.8), the Connect Center (Action 2.10), and Homeless Services (Action 2.11). A range of health services (physical and mental) were provided through district nurses, social workers, and the immunization clinic. These staff provided critical services that played a key part in addressing health issues that might otherwise result in significant loss of time in school for students. The Connect Center continued to serve as a centralized ‘gateway’ to critical support services for students and families in SCUSD. The Connect Center coordinates a range of services by providing a single, easily identifiable point of access and assistance. Services at the Connect Center include individual and family counseling referrals, mental health/behavioral consultations, suicide-risk response and intervention, attendance interventions, health insurance enrollment/health advocacy, and LGBTQ Safe Zone trainings. Similar services were provided locally at some school sites through their site-based Student Support Centers (SSC). Support for Homeless Youth included enrollment, transportation assistance, facilitation of meal access, retrieval of school/medical records, referral to health resources, and more. All of these actions were implemented as part of the larger effort to achieve the goal of providing a safe and healthy learning environment for all students. See the Student Support & Health Services 19-20 Annual Report for further details and data by program and area ([https://www.scusd.edu/sites/main/files/file-attachments/2019-20\\_annual\\_report.pdf?1602609871](https://www.scusd.edu/sites/main/files/file-attachments/2019-20_annual_report.pdf?1602609871))

- A third set of actions focused on implementing academic and experiential opportunities designed to increase student engagement in school. These included Expanded Learning programs (Action 2.9) and Visual and Performing Arts (VAPA) programming (Action 2.16). The Expanded Learning programs implemented by the Youth Development Support Services (YDSS) department included the full range of grant-funded after school programs at 61 school sites across the district. These programs provided extended-day academic and social activities for students that aligned with their in-class academics. After-school programming included a one-hour reading-focused block of academic time. This aligned support and other ongoing collaboration with the academic office supported increased coherence between after-school programs and classroom curricula. VAPA programs outlined in Action 2.16 sustained implementation of Middle School Music programs and provided professional learning to teachers in support of VAPA curriculum implementation.
- Actions supporting the maintenance of clean and safe facilities (Action 2.1) were implemented as planned and, throughout the closure of physical school sites, took on a heightened level of importance. Custodians, School Plant and Operations Managers, and related maintenance staff all played critical roles in maintaining safe and healthy work environments for essential staff that were present at sites to maintain core services including food distribution.
- During the early days of school closure, Food and Nutrition Services rapidly mobilized their staff to ensure the continuation of meal services for families and students. This rapidly grew to the point where staff were serving a daily number of meals on par with normal operation during in-person school. A curbside pick-up process was established that maximized safety for staff and families and partnerships were developed with local community organizations and businesses to provide additional food for families and students.

## Challenges

- As noted above, connecting and communicating with families and students was a major challenge during the time of school closure and remains an area of ongoing focus. With no ability to meet and connect at the physical school site and the gaps in technology access, staff focused significant effort on contact through multiple channels including phone calls, mailing, and home visits. Home visits (conducted with safety protocols in place) proved to be an effective means for reengaging unengaged students and allowed for a point of contact to distribute key resources such as chromebooks, hotspots, and other instructional materials.
- The preparation of school sites for the 2020-21 school year was also a major challenge. At the time, it was not known how long we would remain in distance learning. With the assumption that a return to school in the fall was possible, staff identified the numerous challenges associated with returning (social distancing, sterilization, testing, air filtration, signage/pathways, etc.) and began planning for each.
- It has been said many times that the pandemic has exacerbated gaps and challenges that were already present. This has proven to be true in many parts of our educational system. A key example is the need for even more wrap-around services for students who are in need of additional support. School sites without student support centers have less immediate access to the range of supports that might be needed for academics, behavior, or health. Distance learning, conducted entirely online, revealed and amplified existing needs for differentiated instruction, social emotional learning integration, and tiered intervention.

- During school closures, bullying incident reporting declined drastically. Staff have noted that this certainly does not mean that almost all bullying has ceased, but represents a likely gap in reporting. Staff are planning to face new challenges in cyberbullying as our use of technology in instruction has expanded. An overall challenge for the district is the collection of important data within district systems that informs decision making. The collection of bullying reports is one example.

- A challenge present in 2019-20 that has grown in awareness is the need for increased identification of Homeless Youth. Increased identification of eligible youth can increase the number of students receiving appropriate supports. Based on projections, it is likely that a significant number of youth who would qualify for services are not yet identified.

School closures also decreased the number of behavior incidents being logged and the overall ability of staff to build relationships. In the area of behavior, distance learning also highlighted the challenge of discipline as a shared responsibility between teachers and family. With learning taking place at home and, in some cases, parents/caregivers physically present during lessons, staff had to navigate the dual sets of expectations existing in the classroom and at home.

#### Actions not Implemented

The majority actions within this goal are based in salary and benefits for staff. For these, most were implemented as planned and, while staff roles pivoted during school closures, positions themselves were maintained through school closures.

- Actions/expenditures not implemented due to COVID-19 included on-site student programs and other activities requiring physical interaction (some of these were later implemented in the virtual space) and in-person professional development during the spring. The closure of school sites also reduced the need for custodial operations related to expanded learning programs and other extracurricular activities, though efforts were shifted toward sterilization for sites maintaining essential services.

- In some cases, actions had not been fully implemented or started prior to March and school closures prevented the intended spring efforts to ‘reboot.’ These included college/business visits for students, student leadership conference attendance, and support for student clubs (Actions 2.14 and 2.15). While students were provided some opportunities to attend leadership conferences and go on college/business visits, implementation was far below the planned level in terms of total expenditure.

Actions that were not implemented for reasons unrelated to school closures:

- The implementation scope of the school safety action (Action 2.3) was different than planned. A Board Action in August 2019 modified the implementation of School Resource Officers (SROs) from 8 to 4 and changed the program from a site-based model to one in which SROs ‘floated’ across multiple campuses. A Director of School Safety was also hired. The need for a School Safety Task Force was identified to engage in collaborative planning to determine next steps in this area.

- The Safe Haven Initiative (Action 2.2), while maintaining a presence in the set of resources the district provides to students and families via the website, was not implemented in terms of any expenditures on specific services or supports.

#### Overall Effectiveness

Overall, the final 2019-20 outcomes provide evidence of some progress in achieving the goal of engaging students with a safe, physically and emotionally healthy learning environment. This goal remains an area of need and significant inequities in outcomes must be addressed to fully meet this goal.

Two of the major student outcomes areas for this goal – Discipline and Attendance – included results that demonstrated progress towards meeting the goal. With attendance and suspension data collection taking on a very different meaning following school closures (attendance data was collected differently during distance learning and very few suspensions occurred), it is important to separate discussion of results into ‘before school closure’ and ‘after school closure’ buckets. For the purpose of demonstrating progress, results ‘before school closure’ will be the focus.

- Before school closure, Chronic Absenteeism outcomes showed positive progress in a number of areas. While 2018-19 end-of-year Chronic Absenteeism results (California School Dashboard) were slightly above 2017-18 (14.6% to 14.8%), this included the impact of the days lost to the Northern California fires and a local labor action. Relative to the state of California (a 1.1% increase), SCUSD was able to maintain previous levels with the impact of the two unique circumstances. Further, 2019-20 mid-year data (as of Feb 2020) demonstrated progress relative to the same month in previous year (as of Feb 2019), decreasing from 11.5% to 10.7%. This change was measured for grades K-12. While not included as a specific LCAP indicator, additional progress was seen in the Chronic Absenteeism rates at the 18 schools sites that were the focus of the district’s Be Here grant-funded attendance initiative. Through intentional collaboration with several departments and key school staff, such as Student Support Center staff, Parent/Community Liaisons, Parent-Teacher Home Visit Project and others, these sites were able to decrease their chronic absenteeism 0.81% during the 2018-19 school year, even with the two unanticipated impacts. Within this overall progress, significant gaps in outcomes persist for student groups. 2018-19 Dashboard Results show Foster Youth, Homeless Youth, African American students, American Indian or Alaska Native students, and Native Hawaiian or Pacific Islander students all to have rates 10 percentage points or more above the rate of ‘All students.’ These sit in stark contrast to Asian, Filipino, and White students who all have rates well below that of ‘All students.’

- Significant progress was made in 2019-20 in the documentation and delivery of attendance interventions for students who were at-risk of becoming or already chronically absent. Rates at the elementary (3.4% to 21.4%), middle (2.7% to 25.5%) and high school (2.3% to 30%) grade spans were all significantly above 2018-19 levels. Overall, the district’s efforts to engage staff in delivering and documenting attendance interventions continues to incrementally improve over time. The Student Support & Health Services (SSHS) staff made significant progress in 2019-20 with the use of the Early Identification and Intervention System (EIIS) to identify students and families in need of support. When a student is referred to SSHS staff, they work collaboratively with the individual, their family, and appropriate school staff to curate a tailored case plan that will best support academic success and overall well-being. SSHS staff created a Student Support Database within EIIS and have documented support for over 15,000 students and families. Of all students referred and served in 2019-20, an average of 79% were identified in EIIS for attendance and/or behavioral concerns. In the twelve weeks during school closure, SSHS staff connected via zoom//text/email/phone or home visit with 5,793 students and families that were disengaged and struggling due to school closure and pandemic related concerns.



- Discipline data, as measured by Suspension and Expulsion rate, also demonstrated positive progress. Dashboard results showed decreases in the Suspension Rates from 2017-18 to 2018-19 of .5% of more for All Students (6.1% to 5.6%), Homeless Youth (15.2% to 12.2%), Socioeconomically Disadvantaged students (7.3% to 6.8%) African American students (16.6% to 14.6%), American Indian or Alaska Native students (9.1% to 8%), and Multiracial students (7% to 4.9%). Small decreases in Suspension Rate also occurred for Students with Disabilities, Asian students, Filipino students, and White students. Increases were seen in rates for English Learners (3.4% to 3.7%), Foster Youth (20.5% to 21.2%), and Native Hawaiian or Pacific Islander students (4.9% to 6.4%). Inequitable outcomes persisted among student groups with Foster Youth, Homeless Youth, Students with Disabilities, and African American students all continuing to demonstrate Suspension Rates well above that of 'All students.'
- An internal analysis of mid-year Suspension Rate data (to the end of February for 2018-19 and 2019-20) showed decreases for 'All students' (3.8% to 3.1%) and across all reported student groups. Highlights included significant decreases for Students with Disabilities (7.2% to 5.6%), Foster Youth (14.2% to 9.9%), Homeless Youth (8.5% to 5.2%), and African American students (10.1% to 8.1%). While inequitable outcomes are still evident, the significant decrease for those groups with the historically greatest disparity in Suspension Rates is a point of positive progress on which to build.
- The district internal data reporting (Performance and Targeted Action Index (PTAI)) offers a deeper look into one aspect of the district's Suspension data that has remained a focal point. This is the percent of students with one or more suspensions whose student groups are disproportionately represented. This has included African American students and American Indian or Alaska Native students (based on 2017-18 levels). From 2018-19 to 2019-20 (through March 2020), there was not a significant decrease in the disproportionate representation in the district. While grades K-6 saw the disproportionate representation decrease from 49.5% to 44.4%, the high school grades increased from 35.3% to 42.3%. The middle school grades (7-8) did not significantly change (42.9% to 42.6%). Overall, the percentage of these two student groups in the set of students who have been suspended 1 or more times remained very high relative to their total demographic representation in the district (~14% total for both groups). This data reveals a continued need to focus on the disproportionate representation of specific student groups in the suspension data and overall disciplinary process.
- End-of-Year Suspension and Chronic Absenteeism data for 2019-20 show significant decreases for all students and all students groups. Given the significant change in how this data was collected, these results do not support any significant conclusions with regard to the overall effectiveness in this goal area.
- Expulsion rates remained low for the district. The rate in 2019-20 was 0.01%, down from the previous rates of .04% in 2018-19 and .03% in 2017-18. The 6 total expulsions in 2019-20 were significantly down from the total of 18 in the previous year.
- Drop-out rates improved (decreased) from 2017-18 to 2019-20 for most student groups and for all students (8.9% to 6.2%). Notable improvements included Students with Disabilities (14.5% to 7.8%), African American students (14.8% to 9.7%), Filipino students (3.5% to 0%), Hispanic/Latino students (10.1% to 7.6%), Low Income students (10% to 6.9%), Foster Youth (26.% to 16.%), and White

students (6.7% to 2.%), while English Learners showed a decrease from 2017-18 to 2018-19 (13.9% to 10%) but then increased back almost to 2017-18 levels in 2019-20 (13%). High drop-out rates relative to the 'All student' level persisted for English Learners, Students with Disabilities, Foster Youth, Homeless Youth, and African American students, American Indian or Alaska Native students, and Native Hawaiian or Pacific Islander students.

With broad examples of progress in the areas of discipline and attendance, it is difficult to establish a direct, causal relationship between any single action and the specific outcomes. That said, the district's intentional efforts to implement the attendance initiative programming, anti-bullying education, Positive Behavioral Intervention and Supports (PBIS), Social Emotional Learning (SEL), wrap-around health services, expanded learning programs, and other Student Support Services programs have collectively been effective in improving some outcomes. The attendance initiative has a relatively direct relationship between its implemented actions and resulting improvements, with documented evidence of their efforts across the 18 focus sites. Other targeted efforts have yielded positive results that provide insight into the effectiveness of specific actions. The PBIS focus schools showed a reduction in total behavioral referrals of 12% and decrease in total suspensions of 45% from the previous year. SEL efforts have been focused at the schools identified for the highest variance in suspensions for African American students. Of the 23 identified schools, 22 decreased in suspension rate and 21 decreased in suspensions for African American students. 5 of the 6 schools with the largest decreases from the previous year were focus schools. As noted above, this has not necessarily resulted in a significant decrease in overall disproportionality, but the decreasing trends of suspensions do represent progress upon which to build.

## Goal 3

Parents, family and community stakeholders will become more fully engaged as partners in the education of students in SCUSD.

Stakeholders to have improved opportunities to participate in district/site activities that increase their skills as partners in education.  
(Action 3.1)

Stakeholders to receive improved district and site communications, including translation/interpretation services (Action 3.2)

State and/or Local Priorities addressed by this goal:

State Priorities:    Priority 2: State Standards (Conditions of Learning)  
                           Priority 3: Parental Involvement (Engagement)  
                           Priority 4: Pupil Achievement (Pupil Outcomes)  
                           Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:    SCUSD Strategic Plan

### Annual Measurable Outcomes

Expected	Actual
<p><b>Metric/Indicator</b>            Parent participation in decision-making and leadership activities</p> <p>Source: Local</p> <p><b>19-20</b>            Maintain the number of School Site Councils with proper composition at 100%.</p> <p>Provide training for the School Site Councils that did not receive training in 2018-19, thus reaching 100% of district schools.</p>	<p>School Sites Properly Composed:            2019-20: 61% (45/74)</p> <p>School Sites Receiving Training:            2019-20: 5 in-person SSC training conducted.            Additionally, an SSC training webinar was developed and made accessible to all school sites.</p>

Expected	Actual
<p><b>Baseline</b> 2016-17: 100% of SCUSD school site councils are properly composed.</p> <p>2016-17: Seventeen (17) schools received School Site Council training.</p>	
<p><b>Metric/Indicator</b> Parent participation in the District English Learners Advisory Committee (DELAC)</p> <p>Source: Local</p> <p><b>19-20</b> Increase the percent of schools with an ELAC sending a representative to DELAC to 75%.</p> <p>Increase the attendance rate for 4 out of 7 meetings to 75%.</p> <p><b>Baseline</b> 2015-16: 52% of schools with an ELAC send a representative to at least one DELAC meeting</p> <p>2016-17: 54% of schools with an ELAC send a representative to at least one DELAC meeting.</p> <p>38% of those representatives attended 4 out of 7 meetings.</p>	<p>Percentage of Schools with an ELAC sending a representative to DELAC 2018-19: 47% 2019-20: 38%</p> <p>Percentage of members who attend 4 out of 7 meetings 2018-19: 52% 2019-20: 25%</p> <p>Source: Multilingual Literacy Department</p>
<p><b>Metric/Indicator</b> Parent participation in the Community Advisory Committee for Special Education (CAC)</p> <p>Source: Local</p>	<p>Average Number of Attendees at CAC Meetings (including officers):</p> <p>2019-20: 25 2018-19: 24.5 2019-20: 25</p>

Expected	Actual
<p><b>19-20</b> Increase the average attendance by 5%</p> <p><b>Baseline</b> 2015-16 CAC attendance averaged 20 per meeting.</p> <p>2016-17 CAC attendance at meetings and workshops averaged 22.5 per event.</p>	<p>Source: SCUSD Special Education Department</p>
<p><b>Metric/Indicator</b> Build relationships and improve home-school communication with the number of Parent-Teacher home visits per year</p> <p>Source: Parent-Teacher Home Visit mid-year report</p> <p><b>19-20</b> Increase home visits by 10%</p> <p><b>Baseline</b> 2016-17: 3,791 home visits</p>	<p>2019-20: 971 Home Visits through March 2020</p> <p>Source: SCUSD Family and Community Engagement Department</p> <p>Note: number reflects actual student visits, not total billed hours. Past numbers were not reflective of actual student visits and, in some cases, counted number of hours. Targets for 2022-23 will reflect the new baseline accounting for actual visits.</p>
<p><b>Metric/Indicator</b> Build parent capacity to support their student academically with school site participation in the Academic Parent Teacher Team (APTT) model</p> <p>Source: Parent-Teacher Home Visit mid-year report</p> <p><b>19-20</b> Maintain the number of schools participating at 13</p> <p><b>Baseline</b> 2016-17: 13 schools are participating</p>	<p>2017-18: 13 schools</p> <p>2018-19: 10 schools</p> <p>2019-20: 9 schools</p> <p>Source: SCUSD Family and Community Engagement Department</p>
<p><b>Metric/Indicator</b> Build understanding of the school system and current topics in education with the Parent Leadership Pathway workshop series</p>	<p>Number of Participating School Sites: 2017-18: 28 2018-19: 21 2019-20: 9</p>

Expected	Actual
<p>Source: Local</p> <p><b>19-20</b> Maintain participating sites at 28</p> <p>Increase attendance to 2,800</p> <p><b>Baseline</b> 2016-17: 25 sites</p> <p>Session attendance: 2,500 participant sign-ins</p>	<p>Total Attendance at Parent Leadership Pathway Workshop (PLPW) Events: 2017-18: 2872 2018-19: 2114 2019-20: 992 (Through 2.25.20)</p> <p>Following school closures due to COVID-19, PLPW efforts pivoted to attendance/engagement support, development of trainings for zoom/google classroom, development of a Distance Learning Toolkit, and Social Emotional Learning (SEL) Support.</p> <p>Source: SCUSD Family and Community Engagement Department</p>
<p><b>Metric/Indicator</b> Participation of English learner parents in the Parent Leadership Pathway</p> <p>Source: Local</p> <p><b>19-20</b> Maintain 75% English learner parent participation</p> <p><b>Baseline</b> 2016-17: 67.1%</p>	<p>2017-18: 58%</p> <p>2018-19: 51%</p> <p>2019-20: 46% (Through March 2020)</p> <p>Source: SCUSD Family and Community Engagement Department</p>

### Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>Provide parent outreach and education services and the establishment of site Parent Resource Centers. Staff support district wide parent engagement by facilitating opportunities for involvement, providing access to resource information, and offering capacity-building workshops and training. Provide technical assistance and staff training at school sites.</p>	<p>2000-3000 Suppl/Con \$143,061 2000-3000 Title I \$140,177 2000-3000 Suppl/Con EL \$47,687</p>	<p>2000-3000 Suppl/Con \$143,119 2000-3000 Title I \$148,291 2000-3000 Suppl/Con EL \$47,132</p>

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
Action is modified to reflect a reduction in staff, and the addition of fingerprinting costs to facilitate parent involvement at school sites.	Funds to pay the cost of fingerprinting for parent volunteers. 5000-5999: Services And Other Operating Expenditures Suppl/Con \$50,000	5000-5999: Services And Other Operating Expenditures Title I \$1,598
Support for Parent Teacher Home Visits (PTHV) and Academic Parent-Teacher Teams, with the addition of a .5 FTE Training Specialist, and funds for home visit stipends.	1000-3000 Title I \$473,449 1000-3000 Suppl/Con \$60,000	1000-3000 Title I \$399,424 1000-3000 Suppl/Con \$33,372
<p>Translation and interpretation are provided in five languages by bilingual staff at district meetings and events and at schools. Staff also support enrollment and initial language proficiency testing. Action is modified to reflect change in FTE for Spanish translator/assessor staff:</p> <p>Spanish: 2.0 FTE Hmong: 2.0 FTE Cantonese: 1.0 FTE Vietnamese: 1.0 FTE Russian: 1.0 FTE</p>	<p>2000-3000 LCFF \$228,860 2000-3000 Suppl/Con \$508,754 2000-3000 Suppl/Con EL \$218,281</p>	<p>2000-3000 LCFF \$238,352 2000-3000 Suppl/Con \$497,292 2000-3000 Suppl/Con EL \$212,503</p>
Provide prompt communication to foster guardians: enrollment rights, proper transfer of credits, class placement and academic standing. Share resources and information about the school district's policies, procedures and supports.	No additional expenditure	N/A
<p>Actions identified by each School's Leadership team and School Site Council to be principally directed to support unduplicated students and reflected in the Single Plan for Student Achievement (SPSA), in service of local decision making to support Action 3.1:</p> <ul style="list-style-type: none"> <li>Staff and services to improve outreach and communication to facilitate parents/caregivers in attending parent education, informational meetings, and school events, and in volunteering at the school; especially parents of low income, English learner and students with disabilities.</li> </ul>	1000-4000 Suppl/Con \$530,000	<p>1000-5000 Suppl/Con \$229,992 1000-5000 Suppl/Con EL \$89,675</p>

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>Actions identified by each School's Leadership team and School Site Council to be principally directed to support unduplicated students and reflected in the Single Plan for Student Achievement (SPSA), in service of local decision making to support Action 3.2:</p> <ul style="list-style-type: none"> <li>Improved translation and interpretation provided for meetings, web postings and newsletters, phone outreach, etc., especially for parents of English learners.</li> </ul>	<p>1000-4000 Suppl/Con EL \$30,000</p>	<p>1000-5000 Suppl/Con EL \$6,339</p> <p>1000-5000 Suppl/Con \$3,342</p>
<p>Provide appropriate language translation for the Single Plan for Student Achievement (SPSA) at each school as required by criteria noted above.</p>	<p>5000-5999: Services And Other Operating Expenditures Suppl/Con EL \$17,037</p>	<p>5000-5999: Services And Other Operating Expenditures LCFF \$16,516</p>
<p>Action will not be implemented in 2019-20. Options for a no-cost infographic are available.</p>	<p>N/A</p>	<p>N/A</p>
<p>Enrollment Center parent outreach and support services</p>	<p>Director of Student Services and Alternative Education (portion of FTE) and Enrollment Specialist 1000-4000 Suppl/Con \$242,571</p>	<p>1000-4000 Suppl/Con \$204,518</p>
<p>Support for parent advisory committees</p>	<p>1000-5000 Suppl/Con \$150,000</p>	<p>1000-5000 Suppl/Con \$43,716</p>

## Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

The majority of budgeted funds in this goal area were dedicated to salary and benefits that were implemented as planned and continued through the period of school closures. While there was reallocation of staff efforts during the transition to distance learning, there was not a significant reallocation of funding. One area in which funds were reallocated was for Parent Teacher Home Visits. Parent Teacher Home Visits were shifted toward increased training as the PTHV program prepared to pivot to the virtual, Bridge Visit model. This training began in the spring of 2020 in preparation for a robust launch of Bridge Visits in the summer/fall of 2020. The efforts of other staff in the District Parent Resource Center were shifted toward engagement and outreach to families as part of a cross-department collaboration. These efforts targeted unengaged students and focused on outreach to families of English Learners, Low-income students, Foster Youth, Homeless Youth, and other student groups with high levels of unengagement.



A description of the successes and challenges in implementing the actions/services to achieve the goal.

The closure of school sites beginning in March 2019 as a result of the COVID-19 pandemic had wide-ranging impacts on the implementation of actions and the ability to report on specific metrics. The inability to gather in groups or conduct any in-person events significantly impacted the wide range of family engagement activities being implemented across the district. While some activities carried on into the virtual meeting space, these were modified in form and faced the significant challenge of a technology gap districtwide. One outcome of the response to the COVID-19 pandemic has been an improved understanding of the technology and communication needs that exist across the district, including how these intersect with language and other access barriers. A large proportion of the initial efforts were focused on connecting students in order to begin implementing the distance learning plan and establish a new rhythm for curriculum and instruction. Parallel to this, efforts were made to stay connected with parents/caregivers through established communication channels and new methods such as video-conferencing.

### Successes

To achieve the goal – Parents, families, and community stakeholders will become more fully engaged as partners in the education of students in SCUSD – the actions were, overall, implemented as planned during the months prior to school closures. Following school closures, staff pivoted to virtual supports and collaborating with other departments on engagement and outreach efforts.

In the months prior to school closures, the district’s Parent Resource Center staff developed and implemented a wide range of engagement activities that provided opportunities for involvement, capacity building, and access to resources. Key efforts included the Parent Information Exchange (PIE) and Parent Leadership Pathway Workshop (PLPW) series. The PIE is a monthly event bringing together staff, families, and community organizations/agencies to share resources and collaborate on ways to better serve students and families. The PLPW is a series of 10 workshops for parents/guardians that provides training on topics such as supporting homework, positive communication, school involvement, importance of good attendance, Social Emotional Learning, Cultural Competency, and Facilitation skills. A key goal of the series is to build the capacity of parents to become leaders of their peers within school communities.

Following school closures, Parent Resource Center staff pivoted efforts to a cross-departmental collaboration to support attendance and engagement. This included making direct outreach calls and participating in home visits to reengage students who were ‘unreachable.’ Parent Resource Center staff also worked to develop online trainings for Zoom, Google Classroom, and other distance learning supports. A web-based Distance Learning Toolkit was developed to centralize a variety of resources for families.

Parent Teacher Home Visits are a signature practice in SCUSD, with the national program’s roots beginning in Sac City’s own pilot program years ago. This work supports teachers and other staff to go on structured visits to the homes of students to engage in collaborative discussions on how best to support academic and personal achievement. Teachers were provided training and time to build upon their learning. The PTHV training specialist also supported teachers to implement Academic Parent Teacher Teams (APTTs) at 6 school sites. APTTs enhanced the work of PTHVs by supporting teachers to lead whole-class meetings with parents. In these meetings, the teacher and parents work together to identify student needs, set goals, and monitor progress over a series of sessions throughout the year.

While Parent Teacher Home Visits were on a 'pause' for the early months of distance learning, this is an instance in which significant successes in the current year have been achieved due to the foundation that was successfully laid during the latter part of 2019-20. Staff rapidly pivoted to development and implementation of the Bridge Visit model, a virtual form of Parent Teacher Home Visit. During the early months of school closures, training was provided to teachers so that all could hit the ground running in the summer/fall of 2020-21. As is noted in the 2020-21 Annual Update, this early work led to a large number of Bridge Visits being conducted by staff during distance learning.

- The Matriculation and Orientation (MOC) staff, foster youth staff, and Enrollment Center staff all worked to provide parents, families, and community members' access to information, resources, and programs. The MOC team includes district translators who work to make key information/resources available in the district's key identified languages of Spanish, Hmong, Cantonese, Vietnamese, and Russian. Foster Youth staff ensured that foster guardians received key information about enrollment rights, academic placement/standing, and the district's relevant policies and procedures. The Enrollment Center continued to serve as a key front-line resource for families, offering them information about and access to a wide range of services at the initial point of enrollment. Services and resources included the Immunization Clinic, McKinney-Vento services for families in transition, translation access, Regional Transit (RT) bus passes, family services, and support for transfers and open-enrollment programs. These actions all continued their key roles in providing families information and access, both important precursors to becoming more fully engaged.
- Within Action 3.10, the African American Transition Committee initiated its work to support the planned launch of the African American Advisory Board (AAAB) in 2020-21. While these efforts were impacted by the COVID-19 shelter in place period, key steps were taken towards the ultimate launch including accessing technical support, exploring key partnerships, and capacity building through professional learning. Other parent/guardian leadership groups continued their work to represent parent/guardian voice within key program areas and collaborate with staff on ways to increase the opportunity for all family members to have voice within their school communities and districtwide. Groups continuing their work in this area included, but were not limited to, the Community Advisory Committee (CAC), District English Learner Advisory Committee (DELAC), American Indian Education Program Parent Committee (AIEP PC), and LCAP Parent Advisory Committee (PAC).

## Challenges

Parent/caregiver engagement and empowerment, like many other efforts of the district, was significantly challenged by the closure of schools. As discussed above, the inability to gather in groups or conduct any in-person events significantly impacted the wide range of family engagement activities being implemented across the district. Specific challenges included:

- Connecting with families to engage and empower. It has been noted that COVID exposed and exacerbated challenges and gaps that already existed in our district and system. A key example is the gap in technology access (both hardware and connectivity) for many families. While progress was made, this remains an area of need.

- The initial inability and ongoing challenges in conducting home visits and bringing families together into space was a significant barrier to existing forms of engagement. Events like the Parent Leadership Pathway Workshops, Parent Information Exchange, Academic Parent Teacher Teams, and Parent Teacher Home Visits all were rooted in bringing people together and building relationships between individuals and groups. While many aspects of these efforts were brought into the virtual space, notably the PTHV transition to Bridge Visits, it is hard to replace the effects of being together in space.
- Unrelated to COVID, but also exacerbated by the impacts of school closures, is the ongoing challenge of providing the full scope of translation and interpretation services to meet the diverse linguistic needs present in the district. This is an area in which the district recognizes the need for ongoing improvement and growth.

### Actions Not Implemented

Overall, most of the actions within this goal were implemented as planned, with the shift in staff efforts after school closure discussed above. Aspects of actions that were not fully implemented included:

- The majority of funds set aside for Volunteer Fingerprinting Costs were not expended. The service was provided as planned - with the district's centralized fingerprinting services remaining open to any parent/guardian volunteers to access the service at no cost. The total funds expended were significantly less than anticipated.
- As noted, planned activities of the Parent Leadership Pathway Workshops, Parent Information Exchange, Academic Parent Teacher Teams, and Parent Teacher Home Visits were all not implemented fully due to school closures.
- At the school-site level, ability to implement actions varied, with in-person activities canceled and 'rebooting' in the virtual spaces taking varying amounts of time.

### Overall Effectiveness

The outcomes associated with this goal demonstrate some areas of progress while, overall, reaffirm this as an area of need moving forward.

- Through March 2020, the key actions implemented by Parent Resource Center staff (Action 3.1) continued to operate at a high efficiency, considering their reduction in staff (the Parent Resource Center in 2019-20 was staffed by 2.0 FTE Family Partnership Facilitators, down from 5.0 FTE in previous years). Staff facilitated the Parent Leadership Pathway Workshop series at 9 sites and supported teachers to implement Academic Parent Teacher Teams at 9 sites. Through 2.25.20, there were 992 net attendees at the PLPW events, with 46% of these being parents/guardians of English Learners. These numbers are broadly very favorable considering the staffing is at 40% of previous capacity and has, at the reduced levels, strived to maintain as wide a scope of service as possible.
- Staff also provided the training, support, and logistical management to complete 902 Parent Teacher Home Visits through 2.25.20. It is difficult to compare this last outcome with previous years, as during those years data was reported for total

hours and not unique visits. (Each Home Visit can result in 2 hours being logged, with one hour of preparation and one of follow-up)

- The results of the family survey administered in fall 2019 as part of the district's Local Indicator reporting revealed a significant need for improvement in fully engaging families as partners. While the total number of responses was small, the respondents overwhelmingly rated the district as being in the 'Beginning Development' phase of engagement for the majority of the indicator areas. It is the district's intent to (1) improve the overall participation rate in future survey administrations, (2) improve the quality of the survey tool, and (3) continue improving the scope and quality of opportunities for families to fully engage as partners in their child(ren)'s education.
- School Site Councils (SSCs) continued their key role in serving as each school site's primary means for parents/guardians and community members to fully engage in the Cycle of Continuous Improvement within their school community. Funds allocated to school sites (including LCFF Base, LCFF Supplemental and Concentration, Title 1, and other grant funds) are used to improve student outcomes and the SSC remains a primary place for parents/guardians to engage as partners in the decision-making process informing the education of their students.

## Goal 4

Maximize the leadership, structure, and processes of the organization to execute our mission as effectively and efficiently as possible.

- Institute the practice of evaluating program and resource efficacy. (Action 4.1)
- Establish a district-wide protocol for providing customer service to stakeholders. (Action 4.2)

State and/or Local Priorities addressed by this goal:

State Priorities:     Priority 1: Basic (Conditions of Learning)  
                           Priority 4: Pupil Achievement (Pupil Outcomes)  
                           Priority 6: School Climate (Engagement)  
                           Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:     SCUSD Strategic Plan

### Annual Measurable Outcomes

Expected	Actual
<p><b>Metric/Indicator</b>            SCUSD Data Dashboard Usage</p> <p>Source: Local</p> <p><b>19-20</b>            Metric omitted</p> <p><b>Baseline</b>            Report Dashboard analytics (usage) for initial (2016-17) school year.            (Baseline 2016-17: 1,606 midyear)</p>	<p>This metric was omitted in the previous LCAP.</p>
<p><b>Metric/Indicator</b>            On-time submission to CalPADS and Civil Rights Data Collection (CRDC)</p> <p>Source: Local</p>	<p>District confirms on-time submission of district level data to CALPADS and CRDC for 2019-20.</p> <p>Source: Technology Services Department</p>

Expected	Actual
<p><b>19-20</b> Maintain on-time submission</p> <p><b>Baseline</b> On time submission of district level data to CalPADS and CRDC</p>	
<p><b>Metric/Indicator</b> Infinite Campus (Student Information System) usage</p> <p>Source: Local</p> <p><b>19-20</b> Increase number of Infinite Campus accounts by 10%</p> <p><b>Baseline</b> Report number of students whose families have Infinite Campus accounts. (Baseline 2016-17: 5,700 midyear)</p>	<p>Number of Students with at least 1 parent with an Infinite Campus Account:</p> <p>2017-18 Mid-Year: 5,398 2018-19 Mid-Year: 6,318 2019-20 Mid-Year: 12,651*</p> <p>*As of 3.13.20. Number is out of 46,187 student records, which includes all students who have been enrolled in any school for at least 1 day.</p> <p>Source: SCUSD Internal Analysis (Technology Services Department)</p>
<p><b>Metric/Indicator</b> Customer service measurement tool: Complaints and resolution</p> <p>Source: Local</p> <p><b>19-20</b> Improve by 10% annually</p> <p><b>Baseline</b> Develop customer service measurement tools</p>	

Expected	Actual																		
	<p data-bbox="1060 170 1690 251"><b>Number of Complaints Received by the Constituent Services Office Per Quarter:</b></p> <table border="1" data-bbox="1060 284 1717 544"> <thead> <tr> <th data-bbox="1066 292 1392 332">Quarter</th> <th data-bbox="1396 292 1556 332">2018-19</th> <th data-bbox="1560 292 1711 332">2019-20</th> </tr> </thead> <tbody> <tr> <td data-bbox="1066 336 1392 376">July-September</td> <td data-bbox="1396 336 1556 376">418</td> <td data-bbox="1560 336 1711 376">391</td> </tr> <tr> <td data-bbox="1066 380 1392 420">October – December</td> <td data-bbox="1396 380 1556 420">368</td> <td data-bbox="1560 380 1711 420">347</td> </tr> <tr> <td data-bbox="1066 423 1392 464">January – March</td> <td data-bbox="1396 423 1556 464">237</td> <td data-bbox="1560 423 1711 464">274</td> </tr> <tr> <td data-bbox="1066 467 1392 508">April - June</td> <td data-bbox="1396 467 1556 508">328</td> <td data-bbox="1560 467 1711 508">179</td> </tr> <tr> <td data-bbox="1066 511 1392 552">Total</td> <td data-bbox="1396 511 1556 552">1351</td> <td data-bbox="1560 511 1711 552">1191</td> </tr> </tbody> </table> <p data-bbox="1060 592 1848 836"><b>Average Time to Resolve Complaints:</b> Current records do not allow for a precise reporting of this metric. In the 2018-19 Annual Update it was reported that most cases take between 3-5 days to resolve. Staff report that this range is still accurate for the majority of cases.</p> <p data-bbox="1060 876 1858 998"><b>Note:</b> Quarterly numbers reported represent total Constituent Services Office contacts. Contacts include official complaints and related interactions/comments.</p> <p data-bbox="1060 1047 1816 1128"><b>Source:</b> SCUSD Student Hearing and Placement Department</p>	Quarter	2018-19	2019-20	July-September	418	391	October – December	368	347	January – March	237	274	April - June	328	179	Total	1351	1191
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<p data-bbox="105 1161 462 1226"><b>Metric/Indicator</b> Annual evaluation report</p> <p data-bbox="105 1266 304 1299">Source: Local</p> <p data-bbox="105 1356 304 1421"><b>19-20</b> Planning year</p> <p data-bbox="105 1445 241 1477"><b>Baseline</b></p>	<p data-bbox="1060 1153 1995 1218">This metric was not utilized as planned and no specific baseline or methodology was confirmed in 2019-20.</p> <p data-bbox="1060 1258 1995 1437">District staff are engaged in development of a school and program evaluation framework based on key research questions. These have informed inclusion of attendance, discipline, and academic outcome data for schools. As this framework continues to evolve, staff will revisit how the methodology used might apply to a</p>																		

Expected	Actual
Develop performance metrics for all program plans and contracts	broader set of performance metrics for all program plans and contracts.

### Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>Provide dashboard database reporting, and assessment system software and tools, to support the district and school sites to analyze student work and monitor student progress.</p> <p>Prepare to identify how programs, staffing levels, instructional supports have impact.</p> <p>Illuminate Education: student licenses, grading software, item bank and pre-built assessments.</p> <p>Tableau Server license support: 7 user licenses.</p>	<p>Illuminate 5000-5999: Services And Other Operating Expenditures Suppl/Con \$228,642</p> <p>Tableau 5000-5999: Services And Other Operating Expenditures Suppl/Con \$35,956</p>	<p>5000-5999: Services And Other Operating Expenditures LCFF \$241,840</p> <p>5000-5999: Services And Other Operating Expenditures LCFF \$35,956</p>
Provide training in customer service standards; measure satisfaction level across departments	0	N/A

### Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

The funds allocated to actions/services in this goal area were minimal and expended as planned. No reallocations or changes in use occurred.



A description of the successes and challenges in implementing the actions/services to achieve the goal.

This goal, while broad in scope, had the fewest actions of SCUSD's four LCAP goals. Of the two planned actions, one was implemented fully while the other was not implemented. Action 4.1 provided staff access to the Illuminate dashboard and database reporting system. This was used both for administration of local assessments/surveys and to analyze student performance. Illuminate serves as the district's single entry point for a wide range of student data platforms/resources including the Early Identification and Intervention System (EIS), Performance and Targeted Action Index (PTAI), Attendance, Behavior, and Course Performance (ABC) reports, reports on the Math and ELA state assessments, and School Climate Survey results. Staff at school sites and district staff use Illuminate to evaluate student, school, and district needs and to inform data-based decisions. This contributed to the achievement of Goal 4 by supporting program evaluation and the making of decisions that are as effective and efficient as possible.

Action 4.2 (districtwide training in customer service standards and the corresponding measurement of satisfaction level across departments) was not implemented as planned. This is an area in which the district's focus has diverged from the original plan for the goal and action in 2017. Customer service training is currently implemented at the department level and on an as-needed basis. The district still recognizes the value of a centralized customer service model as well as a standardized method for measuring customer satisfaction across departments. However, the prioritization of other issues has resulted in this action being identified for future consideration when the appropriate time and resources can be focused on effective implementation.

It is difficult to reach any definitive conclusions regarding the effectiveness of the stated actions/services to achieve the goal. As stated above, the implementation as planned of the Illuminate dashboard and database system supported district and site-based staff to identify needs and make data-based decisions. Broadly, this does have a positive impact on 'Maximizing the leadership, structure, and processes of the organization to execute our mission as effectively and efficiently as possible.' However, the postponement of any implementation of districtwide customer service training or development of an annual evaluation report with performance metrics for all program plans and contracts resulted in the absence of clear evidence on which to evaluate the two major sub-elements of the stated goal. These were to (1) institute a practice of evaluating program and resource efficacy and (2) establish a district-wide protocol for providing customer service to stakeholders.

The district is engaged in development of a school and program evaluation framework based on key research questions. Currently this is focused on the evaluation of school programs within targeted areas such as attendance, discipline, and selected academic outcomes. As the methodology and reporting are refined, the evaluation framework may be extended to other district program areas.

The defined metrics within this goal include on-time submission of CALPADs/CRDC data to the California Department of Education (CDE), usage of Infinite Campus (Student Information System) by families, and complaint resolution through the Constituent Services Office. And while it is a positive to report that CDE submissions were on-time, usage of Infinite Campus increased (6,318 accounts as of mid-year in 2018-19 to 12,651 in 2019-20), and quarterly complaints decreased (1351 total in 2018-19 to 1191 in 2019-20), they are not necessarily a basis for reaching broad conclusions about the districtwide program evaluation or customer service.

# Goal 5

State and/or Local Priorities addressed by this goal:

State Priorities:

Local Priorities:

## Annual Measurable Outcomes

Expected	Actual
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## Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
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## Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

# Annual Update for the 2020–21 Learning Continuity and Attendance Plan

The following is the local educational agency's (LEA's) analysis of its 2020-21 Learning Continuity and Attendance Plan (Learning Continuity Plan).

## In-Person Instructional Offerings

### Actions Related to In-Person Instructional Offerings

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
<p>Personal Protective Equipment (PPE) Face coverings (masks and, where appropriate, face shields) to ensure that students, staff, and family entering schools sites and staff working in the community are minimizing the spread of respiratory droplets while on campus. Increased supplies of soap and hand sanitizer that is greater than 60% alcohol.</p>	\$293,610	\$1,827,251	No
<p>Screening Materials Additional Thermometers to screen student temperature and mitigate potential spread of COVID.</p>	\$11,866	\$2,404,341	No
<p>Disinfecting Materials Additional materials to support effective, routine disinfection of high-touch surfaces such as spray bottles, disinfectant, paper towels, gloves, goggles, and masks.</p>	\$414,623	\$1,065,418	No
<p>Visual Cues and Materials to Maximize Social Distancing: Visual cues will help to direct traffic flow, minimize interactions between families, and identify specific entry/exit points. Visuals will also reinforce face covering and hand washing protocols. Includes signage, posters, floor decals, and stanchions to direct traffic flow.</p>	\$229,798	\$1,317,420	No

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
<p><b>Portable High Efficiency (HE) Air Purification Units:</b>  Portable air purification units to be placed in classrooms, work areas, and common spaces within the districts to mitigate the spread of COVID-19. These units also mitigate wildfire smoke.</p>	\$6,167,700	\$8,444,661	No
<p><b>Handwashing Stations</b>  Additional handwashing stations for locations where sink access is insufficient. Portable sinks will improve access to handwashing to help mitigate transmission of COVID-19. Costs for each handwashing station include rental and 4 services per week for a 6-month period.</p>	\$415,164	\$89,078	No
<p><b>Hydration Stations</b>  Current drinking fountains are to remain turned off during the pandemic in order to reduce the spread of COVID-19. The installation of touchless hydration stations will provide students and staff safe access to drinking water when on campus. Will include 1 station at smaller school sites and district facilities and 2 stations at larger school sites and Serna Center.</p>	\$1,200,000	\$130,459	No

A description of any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions.

Several of the actions in the in-person instructional offerings section of the plan exceeded the projected expenditures substantively. As the 2020-21 school progressed and plans evolved, the scope of these actions widened to reflect the additional needs identified for successfully implementing in-person instruction and addressing the demands of the COVID-19 pandemic context.

- Screening materials, initially focused on the provision of additional thermometers to screen temperature and mitigate the spread of COVID, expanded to include the costs associated with providing COVID-19 testing, contact tracing software and materials, pulse oximeters, and thermal scanners. Initially projected at \$11,866 for just thermometers, the estimated actual expenditure is \$2,398,083 with all additional testing, tracing, and scanning materials included.

- Personal protective equipment, projected at \$293,610 and with an estimated actual of \$1,088,113, expanded in scope to include plexiglass barriers in key areas such as offices, cafeterias, and libraries at all school sites and in high contact areas within the district office. Included as planned were costs associated with face coverings, soap, and hand sanitizer.
- Disinfecting materials were projected at \$414,623 and have an estimated actual of \$1,065,418. The implemented action included the projected spray bottles disinfectant, towels, gloves, goggles, and masks and expanded to include backpack foggers and other equipment for use by custodial staff to make disinfection processes efficient and effective.
- Visual Cues and Materials for Social Distancing were projected at \$229,798 and have an estimated actual of \$1,317,007. As planned, the district purchased and installed signage, stanchions, floor decals, and posters to direct traffic according to site plans. The scope of what was actually needed to effectively achieve this action grew beyond the original plan at the time of approval. Expenditures also included stickers/decals, lamination of materials to minimize replacement need, and lawn signs to support the overall safety plan at the site.
- Air Purification Unit were implemented as planned, with the estimated actual expenditure (\$8,444,661) exceeding the projected expenditure (\$6,167,700). Self-Contained Air Purification Units and specialized air filters were purchased to filter air in classrooms and other enclosed spaces. The actual cost of the units, replacement parts, and filters across all necessary spaces exceeded the projected expenditure.
- Hydration Stations and Handwashing Stations both have estimated actual expenditures substantially lower than the projected estimates. Hydration stations (projected at \$1,200,000) were installed, but at a decreased amount with an estimated actual of \$130,459 as the scope of installation was less than planned. Handwashing stations, projected at \$415,164, were budgeted assuming a weekly rental cost that would last much of the school year. With in-person schooling not occurring until very late in the year, estimated actual costs (\$80,078) are far less.

## Analysis of In-Person Instructional Offerings

A description of the successes and challenges in implementing in-person instruction in the 2020-21 school year.

At the time of this draft's writing, SCUSD's planned reopening of in-person instruction for PreK-3rd grade students was scheduled for April 8, 2021. Grades 4-6 were scheduled to return on April 15, 2021 and grades 7-12 were scheduled to return on April 22, 2021.

The 2020-21 school year was one of uncertainty for many districts, SCUSD included. Balancing guidance from the federal, state, and county health agencies, the state legislature and Governor, the California Department of Education (CDE), and the interests of stakeholders, the district remained committed to reopening for in-person instruction as soon as the identified conditions of readiness were satisfied.

Early in the 2020-21 school year, the district's Conditions for Reopening Dashboard was established to provide the community regular updates on the progress within each metric defined as a critical component to reopening. The dashboard identified the key areas in which challenges to reopening existed and the specific metrics that had to be completed prior to reopening. The key areas and some example metrics included:

- Communication: Health and Safety Plan including contact tracing procedures, Health Promotion Practices, SCUSD Dashboard on positive cases/exposures
- Site Safety: Inspection checklists, third-party inspections of sites, classroom preparation, daily disinfection schedule, Plexiglas barriers, directional signage
- Ventilation: Heating, Ventilation, and Air Conditioning (HVAC) units programmed to run continuously, replaced with appropriate filters, opened for outside air
- Hygiene: Disable hand dryers/drinking fountains, flush water lines, available hand soap, sanitizer, and facial tissue
- Preparing our Employees: Employees provided access to training
- Testing: Available testing, routine SCUSD on-site testing, process for reporting positive tests
- Screening: Health screening procedures, protocols for visitors, temperature check equipment at each site
- Face Covering: Face coverings in all classrooms/common places, face coverings required for all grade levels (except medical exemption)

These conditions were established in alignment with public health guidelines and align strongly with the Governor’s Safe Schools for all Plan.

On March 16, Sacramento County entered the ‘red tier’ for risk level based on the rate of per 100,000 new daily case count, the overall rate of positive tests for the entire county, and the health equity positivity rate which assesses the disparity in test positivity rates between different census tracts/neighborhoods.

### COVID-19 Testing

Providing testing that is widely available and has a rapid turnaround time for results was a significant challenge and required a collaborative effort across departments to implement. Leading up to the large-scale April reopening for in-person instruction, testing capacity and systems were built out through the district’s Learning Hub sites and other open district offices. Testing was provided at all learning hub sites and operational district locations using self-administered PCR testing kits as well as rapid antigen tests. The turnaround time for the PCR test is 24-48 hours and the rapid antigen tests provide on-site results within 15 minutes. Testing began the week of March 8th and, through the first few weeks of testing, the SCUSD positivity rate was 0.86%. All testing is being offered free of charge and on a voluntary basis to all staff and students through a partnership with the California Department of Public Health (CDPH) and the Sacramento County Public Health (SCPH) department.

### Vaccination

In addition to COVID-19 testing, SCUSD has partnered with Dignity Health and other community entities to host vaccination clinics open to staff as well as community members. All district staff members were offered the opportunity to be vaccinated. As of March 19, 2021, four clinic events had been held and over 2000 staff and community had been vaccinated. The district has continued partnering with Dignity Health to provide vaccines to community members at clinics, the Serna Center, and other school sites to support distribution of the vaccine across the Sacramento community.

## School Site Safety:

Preparing physical school sites for the return of students to in-person instruction presented numerous challenges. These were addressed through the ongoing efforts of staff in Facilitates and Maintenance Services, Risk Management, Student Support & Health Services, Nutrition Services, and others. School site staff were critical in the on-site leadership and implementation of all required preparations and processes. Key challenges addressed included:

- Installation of physical barriers at points of high contact: Plexiglas barriers were installed in front office counters, Multipurpose Rooms, cafeterias, library counters, and additional office counters
- Installation of signage and directional barriers to guide movement of students: Signs have been installed to direct traffic flow and provide important reminders about health and safety practices. Stanchions, tents, directional arrows, and traffic cones have been provided to sites to ensure that students follow appropriate routes to and from class
- Site plans and maps to define entry/exit points and schedules: Guided by third-party review and support, site leadership has been provided training in how to identify and implement appropriate entry and exit procedures
- Ventilation and filtration of closed spaces: Heating, Ventilation & Air Conditioning (HVAC) filters were upgraded and, where upgrade was not possible, a portable HEPA filtration unit was installed. HVACs were programmed to flush inside air a minimum of 2 hours before and after the building is occupied. Additionally, handheld CO2 monitors were purchased to provide sites a means of assessing the air quality and ventilation.

As an additional check on readiness, an outside consultant was brought in to conduct final assessments site-walks to ensure that all requirements had been met in advance of students returning to campus.

## Screening

The process for daily student screening upon entry to school sites was established early in the year as part of the district's Return to Health plan. Students and staff were provided guidance for conducting passive (self) screening at home daily. This includes monitoring for symptoms of illness and recent close contact with someone confirmed to have COVID-19. Active screening conducted at schools includes a temperature check and review of signs/symptoms of illness for all students and staff entering the site. Any student of staff with symptoms of COVID or who are required to quarantine per Centers for Disease Control (CDC) guidelines will be advised to return home. The district is currently working to provide access to an app that allows screening for signs/symptoms to be completed digitally prior to arrival. This will enable schools sites to complete on-site screenings in less time.

## Face Coverings

Except in cases of medical exemption, face coverings are required for all staff, students, parents/guardians, and visitors while on campus or in district facilities. Individuals may wear a face covering of their own choosing that meets California Department of Public Health (CDPH) guidelines and SCUSD will provide a face covering to all individuals who need them.

## Learning Model

A key challenge in implementing in-person learning was resolving the details of the learning model to be used. The district ultimately decided to implement a concurrent model in which teachers deliver synchronous instruction to both in-person and at-home students at the same time. Students opting to return for in-person instruction were split into two cohorts ('A' and 'B') and students choosing to remain in full-time distance learning were designated cohort C. Cohorts A and B each attended in-person instruction 2 days per week, with the other three days being distance learning. While the concurrent model presented challenges of its own (notably the technology challenges discussed below), a key success was that it allowed students to keep their same teachers for the remainder of the year. The schedule also maintained time within the school day for teachers to continue targeted small group instruction. For secondary students, daily start times returned to those used in 2019-20 to align with bus schedules and to allow morning classes to end before lunch for health and safety practices to be completed. Staff for each grade span (PreK-3, 4-6, 7-12) were returned to campus on the Monday prior to their specific students' start date to prepare for student arrival.

### Cohort Schedule:

(Hold for insertion of Image)

- Monday: Distance Learning day for all. Time for both whole-group synchronous instruction and targeted small group instruction. Collaborative Time for teachers.
- Tues-Fri: About three hours of live, synchronous instruction in the morning, with concurrent teaching of students in person and students at home. Afternoon is for targeted small group instruction.
- Students pick-up grab-and-go meals at lunchtime.
- K-6 students in Special Day Classes attend classes in-person Tuesday-Friday in a phased-in approach.

A Professional Learning Website was built and provided to staff. The site includes a curated set of resources including both national and SCUSD-produced to support teachers. Topics include technology, concurrent teaching, lesson design, and content area-targeted support. A series of live question and answer sessions were also provided for teachers leading up to the opening of school.

### Technology

As noted above, a key challenge emerging from the selection of the concurrent model was the need for technology that allows a teacher to instruct in-person and at-home students simultaneously. To address this challenge, the district established a Technology Reopening Committee tasked with identifying the technology needed to reopen schools and implement the learning model. The committee visited neighboring districts and met with technology personnel to learn about their process. The committee's recommendations resulted in the following being provided for each SCUSD classroom: Two (2) teacher devices (one to monitor DL students, one to facilitate instruction), LCD monitor, LCD projector, charging needs for student chromebooks, and a Polycom Studio Bar. The Polycom Studio Bar is a device that allows for amplified sound, without the need for additional speakers or microphones. Schools are also being provided with additional power strips, multi-USB docking stations, and broadband and wireless access points as needed.



The district has sufficient devices to issue every teacher a second device/computer and also recognized that there are staff who may be in need of an upgraded computer in their classrooms. With this in mind, data was collected to determine how many additional computers were needed to ensure teachers had devices compatible with Zoom and the additional technology being placed in their classrooms. Staff were provided training videos on how to set-up and use the new technology and resources for teachers to support concurrent teaching. These will include professional learning videos and podcasts that will remain accessible over time. These resources were also shared with principals.

As of March 2021, the district had deployed approximately 31,100 Chromebooks to students who identified they needed a device. This deployment began in March 2020 and has continued throughout Distance Learning. Additional Chromebook carts, Chromebooks and chargers were provided to elementary school sites to accommodate daily needs at grades EK-3. Students in grades 4 - 12 are expected to bring their District Chromebooks from school-to-home as needed for instruction in a 1:1 model. Prior to establishing that expectation, the District, in collaboration with school sites, ensured that all students in grades 4-12 had a District issued Chromebook device. In the event a student forgets to bring their District issued Chromebook with them to school, additional Chromebook carts, Chromebooks and chargers will be available for students to use at school on any given day.

To provide direct support to staff, temporary positions of Technology Support Teachers (TSTs) were created. These TSTs were provided to sites in proportion to student enrollment and have ensure that staff have access to technical assistance including troubleshooting and demonstration of technology and applications. TSTs work in coordination with site technicians.

## Athletics

Enabling students and staff to resume participation in athletics (practices and competition) involved a series of challenges that were addressed in close alignment with California Interscholastic Federation (CIF) and local San Joaquin-Section guidelines. The normal three high school sport seasons were condensed into two seasons for the 2020-21 school year, transportation arrangements to and from games was arranged, attendance was limited to parents and family members, and weekly COVID testing was implemented for specific spots (football, wrestling, water polo) as required by public health guidelines.

## Learning Hubs

A key district success in providing in-person services that served as a template for addressing later challenges were the Learning Hubs implemented by the Expanded Learning team. These were implemented at 14 school sites and, after beginning with 40 students/hub, grew to the maximum capacity of 56 students each. Students attending learning hubs were provided support through their distance learning instruction and additional enrichment activities. In the transition to in-person learning available to all students, the learning hubs were expanded out to 43 additional sites beyond the initial 14. These provide academic support, tutoring, snack, physical activity, and enrichment through external partners and begin immediately after in-person instruction. Priority for all learning hubs is given to Homeless Youth, Foster Youth, English Learners, Students with Disabilities, and disengaged students. Students who attended Learning Hubs during distance learning were provided priority to continue after in-person instruction resumed. Learning

hubs provided in-person activities 5 days per week, including the three days each week that students were not in-person with their classroom teachers.

### Return Survey Results

Another key challenge in implementing in-person instruction was the determination of which students would be returning. The district administered a Learning Options Form in early March 2021 to determine, for each student, whether they would remain in full distance learning or return as part of an in-person cohort. If a survey was not submitted, the student was automatically enrolled in In-person instruction with the opportunity to modify as needed. The survey was made available through multiple channels and staff engaged in extensive outreach to increase the response rate. Overall, responses were obtained for 81% of students with 53% of respondents indicating a preference to return. This rate varied by grade span, student group, and board member area. Significant variance existed by race/ethnicity, with 33% of Asian and 71% of White students indicating a preference to return, and for fluency status, 35% of Redesignated students and 58% of English Only students, and board member area, 43% of Area 4 and 63% of Area 2.

# Distance Learning Program

## Actions Related to the Distance Learning Program

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
<p><b>Devices and Connectivity</b> Computers made available for all students who need a device to access distance learning at home, Wi-Fi hotspots on an as needed basis, and connectivity support through Sac City Kids Connect partnership with Comcast. Sac City Kids Connect provides low cost connectivity to eligible families. Contract provides 6 months of service for 5000 accounts. This action also includes headsets for students.</p>	\$5,728,184	\$14,404,671	No
<p><b>Additional Technology for Students with Disabilities</b> Assistive technology for Students with Disabilities to access distance learning instruction from home. Includes headsets for computers.</p>	\$7,047	\$150,070	No
<p><b>Early Childhood Education Support</b> Instructional Supplies and computers for staff in preschool programs.</p>	\$120,577	\$155,521	No
<p><b>Foster Youth Services</b> Provide remote support for Foster Youth through a case management model. Support includes regular check-ins with students and parents, monitoring of attendance/engagement and referral to services as needs are identified.</p>	\$504,349	\$667,765	Yes
<p><b>Multilingual Literacy Department</b> Lead the implementation of designated/integrated English Language Development (ELD), newcomer programs, and language immersion programs. Within the distance learning model, support site staff in effectively delivering designated and integrated ELD in a virtual</p>	\$1,363,445	\$1,464,307	Yes

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
context, including use of targeted instruction. Collaborate with Curriculum and Instruction team to implement ELD standards and the ELA/ELD framework.			
Counselors, Master Scheduling, and Credit Recovery Counselors will provide students academic, college, and other supports, including referral to appropriate services. Counselors will provide virtual small group and 1 on 1 college applications support. Counselors will also play a key role in the scheduling of students at the secondary level in cohorts that meet student academic needs while meeting health guidelines. This effort will be led by the Master Scheduling director, who will also lead efforts to balance enrollment across schools/programs. This will be a key aspect of effective scheduling within distance learning and in transition to hybrid and full in-person modes; particularly as staff may need to be redeployed to address health concerns and enrollment-based needs.	\$7,280,609	\$7,017,552	Yes
Training Specialists and Curriculum Coordinators Lead the district's distance learning program including the use of grade level scope and sequence plans, administration and use of the district's common assessments, and implementation of the skills and strategies acquired in professional learning. Facilitate effective delivery of research-based, standards-aligned instructional practices. Expand professional development efforts to meet distance learning context needs including, but not limited to, integration of Social Emotional Learning practices, use of the learning management system (Google Classroom), and implementation of targeted small group and 1 on 1 instruction.	\$4,996,850	\$4,876,890	Yes
Collaboration Time	\$5,558,673	\$5,565,748	Yes

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Weekly hour of time for teachers to collaborate with peers on approaches to improving student achievement. While in distance learning and/or a hybrid model, collaboration will be focused on assessing and addressing learning loss and responding to the identified needs of students, particularly those who are most vulnerable to the disproportionate impacts of COVID.			
Special Education Instructional Assistants and Psychologists Continue providing appropriate staffing for both position types and adapt delivery of services and supports to distance learning context.	\$19,623,365	\$17,491,313	No
Homeless Services Maintain existing staffing and supports specific to Homeless Youth. Expand efforts to provide access to devices and connectivity, particularly during any transitions between living situations.	\$161,872	\$156,458	No
Enrollment Center Maintain existing staffing and supports so that students are efficiently transitioned into school system and between school sites. Centralized services including an immunization clinic, family services, a summer feeding program, services for families in transition, and translators.	\$247,873	\$260,684	Yes
Expanded Learning Programs Provide support to students during synchronous and asynchronous learning time. In collaboration with partners, develop programs at each school site to provide supports that include home visits, outreach, referral to resources, online enrichment, small group instruction, tutoring, homework help, and credit recovery/elective courses at high schools. Pilot in-person learning hubs at elementary	\$10,438,240	\$8,864,001	Yes

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
schools with possibility of expansion to additional expanded learning elementary sites.			
Distance Learning Professional Development Two (2) additional days of professional learning to help prepare teachers to implement distance learning.	\$2,600,000	\$2,019,770	No
Distance Learning Professional Development: Electronic copies of The Distance Learning Playbook resource for staff.	\$33,600	\$8,460	No
Instructional Materials for Distance Learning Provide instructional materials necessary for students to participate fully in instruction. Includes physical textbooks, workbooks, digital textbook licenses, school supplies, and curriculum software.	\$697,554	\$5,559,995	No

A description of any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions.

Most of the actions for the Distance Learning Program did not have substantive differences between the planned actions and budgeted expenditures. The efforts of Counselors, Training Specialists and Curriculum Coordinators, Homeless Services staff, and other staff/programs supporting the distance learning effort all were implemented as planned.

A substantive difference between the budgeted expenditure and estimated actual expenditure was in the area of Devices and Connectivity. Projected at \$5,728,184, the estimated actual for this action is \$14,404,671. The planned aspects were implemented, with computers being made available for all students who needed a device and wifi/connectivity access being provided in the form of a continued partnership with Comcast and with individual hotspots. The scope of this action also includes the range of devices that have been purchases to allow for concurrent learning during the last part of the year. This includes the technology in classrooms that will allow students remaining in distance learning to participate in concurrent learning with those returning to the classroom. Technology includes devices that will capture classroom audio/video that reduces reduced ambient noise.

A second difference that was significantly higher than projected was Instructional Materials for Distance Learning. This was projected at \$697,554 and has an estimated actual of \$5,559,995. At the time of the expenditure projections, the costs reflected actuals and encumbrances to that point. The full scope of need was not concretely projected at that point and came to include a variety of additional digital resources and a significant number of physical texts to provide students copies of materials at home.

Other substantive differences include:

- Additional technology to assist students with disabilities in accessing distance instruction from home. At the time of the plan adoption, a small amount (\$7,047) of funds had been expended for this purpose but no definitive allocation had been made beyond this. The estimated actual expenditures reflect additional needs that arose and total \$150,070.
- The difference in the projected expenditure (19,623,365) and estimated actual expenditure (\$17,491,313) for Special Education Instructional Assistants and Psychologists is consistent with previous years, as some positions were not filled at the outset of the year and remained unfilled for varying amounts of time.
- Expanded Learning continued to operate programs as planned, though the reduced scale and form of offerings due to school closures resulted in an estimated actual expenditure (\$8,864,001) less than their projected budget of (\$10,438,240).
- Estimated actuals for Distance Learning Professional Learning Materials (\$8,460) were significantly under the projected expenditure (\$33,600). This was due to a lower than anticipated unit cost (projected purchase price was \$14.55/item and actual cost was \$9.43/item) and less than anticipated demand. The Distance Learning Playbook was made available to all staff who requested a copy on a voluntary basis.

## Analysis of the Distance Learning Program

A description of the successes and challenges in implementing each of the following elements of the distance learning program in the 2020-21 school year, as applicable: Continuity of Instruction, Access to Devices and Connectivity, Pupil Participation and Progress, Distance Learning Professional Development, Staff Roles and Responsibilities, and Support for Pupils with Unique Needs.

Overall, the district made efforts to implement the continuity of instruction actions as planned, though actual implementation varied across school sites and programs. A challenge impacting multiple aspects of the distance learning plan was the ongoing lack of a formal Distance Learning agreement. As noted in the updated version from 10.29.20, the district's Learning Continuity and Attendance Plan outlined the district's planned implementation of actions and services for students, families, and staff. It was further noted that the contents of the plan included some elements that had been discussed in labor-related negotiations. At the time of the plan update and this writing, formal agreement had not been reached.

The curriculum scope and sequence and identification of priority standards remain key parts of the district's ongoing plans to establish coherence and consistency across school sites and grade levels. Similarly, the focus on Google Classroom as the standard Learning Management System (LMS) is an important step in aligning the student and family experience.

Student scheduling was implemented as planned, with staff cohorting students as much as possible to prepare for the potential return to in-person instruction. As the return plans became concrete, most students were able to maintain their existing class assignments with their same teacher(s). Synchronous instruction in the mornings provided students access to daily, live instruction and asynchronous instruction in the afternoons allowed teachers to hold small group and one-on-one targeted instruction to address specific learning needs. The lack of a formal agreement for Distance Learning presented a challenge to the regular recording of all lessons for later viewing.

Copies of physical textbooks were provided to those who needed them and the district invested in a range of online instructional materials to support distance learning. A key challenge in the area of instructional materials were those unique items associated with Career and Technical Education (CTE). For many courses, students did not have the required equipment at their homes that was present in the specialized CTE classrooms. This made it difficult to implement aspects of the curriculum without the necessary equipment. Staff did work to provide students with equipment, with some solution being less than ideal. Examples of courses that have more intense materials needs include construction, automotive work, and computer science. Where providing physical equipment at home has not possible, teachers have developed virtual lessons.

Maintaining continuity in credit recovery was a challenge in the distance learning environment. Staff reported that engaging students in credit recovery during distance learning has been difficult. When in physical space, teachers are able to provide direct support to students, making rounds in the classroom and building relationships. During distance learning there has been significant online fatigue and more disconnection from staff. Students have not shown up to online sessions in the same numbers that they were prior to the pandemic, indicating a need for redoubled efforts as students return to in-person instruction.

Connecting to students in an academic planning context and providing support has also been a challenge during distance learning. The counseling team has worked to provide a range of virtual opportunities and supports for students in their academic and college planning processes. Successes included virtual essay and scholarship workshops. These focused on students who are underrepresented and/or have been targeted for additional support. With available funds, staff hired Youth Development staff to provide one-on-one support for after-school scholarship assistance, credit recovery, and other guidance. Homeless Youth Services and Foster Youth Services were provided with direct access to counseling tools to increase the collaborative monitoring of graduation and A-G status for HY and FY.

#### Access to Devices and Connectivity

As noted in the In-Person Instructional Offerings section, the district has deployed chromebooks to all students who needed a device. Through March 2021 this included deployment of approximately 31,100 Chromebooks, with 87.52% of SCUSD households having at least 1 district device. Efforts to ensure access to devices and connectivity began as soon as schools closed in March 2020 and have continued throughout Distance Learning. A key challenge has been the ongoing need to ensure connectivity for students and families who do not have consistent and effective internet connection/speed. The district has made wifi hotspots available by request to families who are experiencing homelessness, are unable to obtain service through the Sac City Kids Connect program (a partnership between the City of Sacramento and Comcast), have three or more students in the home (increased bandwidth needs), or have other extenuating circumstances. Additionally, the District English Language Advisory Committee (DELAC) shared contact information on



how to request a hotspot and asked representatives to take this information back to their site English Learner Advisory Committees (ELACs). Support for connectivity has been centralized by the Attendance and Engagement Office with key collaboration from school site staff, Foster Youth Services, Homeless Youth Services, and the District Parent Resource Center.

#### Pupil Participation and Progress

During the first part of the year, the district moved forward with plan to implement the common assessment portfolio developed to establish coherence and consistency in how student learning needs are assessed across the district. As described in detail within the Pupil Learning Loss section, participation in the Math, ELA, and foundational reading assessments was less than desired and, ultimately, an arbitration decision in January 2021 confirmed that the assessments could not move forward without mutual agreement with labor partners. Available performance results were used by schools and individual staff to monitor student progress and inform instructional decisions. These results, coupled with the ongoing formative assessment practices used by individual teachers and teacher teams, enabled staff to identify specific student needs and target support. Targeted supports included small group and one-on-one meetings as well as differentiation during live and asynchronous minutes.

In alignment with state guidance (Senate Bill 98), a participation-based attendance system was implemented that provided teachers and schools multiple measures for measuring student participation. Measure included, but were not limited to, evidence of participation in online activities (Zoom, Google Classroom, Clever, etc.), completion of regular activities (assignments, surveys, check-ins, assessments), and contacts between staff and the student or family. During distance learning students were not identified as truant. However, attendance was used an important indicator for further outreach and engagement when students demonstrated significant rates of disengagement. This process is described in further detail in the Pupil and Family Engagement and Outreach section. As planned, time value of student work was determined by individual teachers for their respective classroom/courses. Implementation of the weekly engagement record forms to be completed each week was a challenge in that no formal agreement on process was reached, leaving implementation to the school site and classroom level.

#### Distance Learning PD

Staff have been provided ongoing access to the professional development initially launched in spring 2020 and implemented as part of the training leading into 2020-21. This included self-paced modules in Universal Design for Learning (UDL) and online professional learning for distance learning tools, including Google Classroom. UDL has remained at the heart of district instructional planning moving forward and is a key piece of the Tier 1 MTSS framework. Ongoing professional learning has been provided to teachers and leaders on UDL lesson design. Specific professional learning on UDL has been provided to support teachers in distance learning in science, math and ELA/ELD.

The first cohort of the district Multi-Tiered Systems of Support (MTSS) effort was successfully launched. Cohort 1 has progressed through a series of extensive trainings, with the twenty-five (25) participating schools' principal and leadership team engaging in professional learning on the six (6) critical components of MTSS. Year 1 is considered to be an Installation Year, with leadership team development, establishment of a problem-solving process, and data review/analysis as key goals. The second cohort of schools will enter year 1 in 2021-22. Ongoing coaching/support will be provided to schools as they progress to years 2 and 3 and they will be engaged in providing peer support and mentorship to Year 1 schools.

In addition, the Curriculum and Instruction office offered a series of content-specific professional learning opportunities framed by Universal Design for Learning. The Multilingual Literacy Office offered four sessions on meeting the needs of English Learners: (1)English Language Development (ELD) strategies during distance learning; (2)English Language Development strategies to support the English Language Proficiency Assessment for California (ELPAC); (3)Vocabulary Development; and (4)Writing Development. ELD was also built into the professional learning sessions offered for English Language Arts teachers on building foundational skills, publisher training on MyPerspectives (secondary ELA adopted materials), and on-going sessions for 12th grade teachers of Expository Reading Writing Course (ERWC). The ELD training specialists are also building their own knowledge of ELD and have joined the Sacramento County Office of Education (SCOE)/Californians Together professional learning (EL RISE) for elementary, secondary, newcomer, and administrative multi-year cohorts (along with district teachers who opted-in) to increase implementation of the California English Learner Roadmap through teaching and learning cycles.

### Staff Roles and Responsibilities

The 2020-21 school year presented a few overarching challenges that influenced the roles and responsibilities of staff across multiple departments. As the year began and 2020-21 distance learning was fully launched, connectivity access and device support was a major need that shifted roles and responsibilities. Staff in Attendance and Engagement, the Family and Community Empowerment (FACE), and many other roles that provided outreach to students and families all supported the distribution of devices, support for accessing Zoom, Google classroom, and other district platforms, and addressing connectivity issues. As the year progressed and more students and families gained familiarity with the the various software and hardware in use, support for basic services came to the forefront. This resulted in staff shifting efforts to support families in obtaining food, housing assistance, access to benefits, and other basic needs. These shifts in roles and responsibilities were embraced, as staff recognized that supporting students and families with their most immediate needs was critical to addressing any other academic, social, or emotional issues. As staff prepared for the return to in-person instruction, roles and responsibilities shifted again with the need to plan for the concurrent instruction of students in-person and at home and effective implementation of safety protocols at school sites.

### Supports for Pupils with Unique Needs

#### English Learners

The Multilingual Literacy Office has moved forward in providing more services for our English Learners. 2020-2021 brought the first year of the high school newcomer pathway. English Language Development (ELD) content-specific courses were added to the course catalog to build language and literacy, while meeting graduation and A-G requirements. This year will also see the first group of students graduate with the Assembly Bill (AB) 2121 exemption (students who entered United States schools during their junior year). This is expected to positively impact the English Learner graduation rate. In an effort to align with California Global 2030 and celebrate our students' multiliteracy, the Multilingual Office set a clear protocol that offers up to four years of world language credit for students who take a language proficiency exam. This protocol should decrease the number of ELs who are credit deficient, increase graduation rates, and promote the growth of our world language program - especially heritage/native language courses. 2020-21 also featured the highest number to date of seniors who pre-qualified to earn the State Seal of Biliteracy (More than 500). An additional 500 seniors

qualified to take the Sacramento County Office of Education (SCOE) language exam to earn the Seal of Biliteracy. More than one hundred students signed up for the April testing dates.

A significant challenge was the administration of the English Language Proficiency Assessments for California (ELPAC) used for determining reclassification eligibility and providing valuable information about student progress toward fluency. As of February 2021, all 735 students requiring an Initial ELPAC had been assessed (100% participation rate).

As of April 2021, 2020-21 summative ELPAC administration was still in progress, with 30% of students having started at least one domain of the assessment. (The assessment includes the listening, speaking, reading, and writing domains) SCUSD has set a goal of completing assessments by May 31st, though the state has allowed districts to extend the testing window until July 30th.

In addition to the ELPAC, another challenge has been finding the needed data points for reclassification. Students are required to score a 4 overall on the ELPAC as well as 'Nearly Met' or above on a district-determined English Language Arts (ELA) standardized assessment. As the state assessment for ELA was not administered last school year and not all students took the ELPAC, reclassification rates have not been consistent with previous years. The Multilingual Literacy Office is working with the Assessment team to determine if the district interim can be used for reclassification.

#### Students with Disabilities

A major challenge during 2020-21 was the length of time required to reach an agreement with labor partners regarding special education assessments. These assessments are the foundation upon which an Individualized Education Program (IEP) is based. The assessment process collects information about a student for the purpose of determining eligibility for services (Initial Assessment) and to monitor progress (Triennial). Negotiations concerning one-to-one special education assessments for students with disabilities occurred throughout the fall and early spring of 2020-21, culminating in the successful reaching of agreement at the end of February 2021. The agreement allowed the district to conduct special education assessments in-person and, if sufficient teacher and specialist volunteers are not available, to work with outside agencies. The goal cited in the agreement is to reduce the backlog of pending assessments by 20% each month. This is consistent with corrective actions outlined by the California Department Education (CDE) in response to complaints filed in November 2020 and January 2021.

An area of success during the recent year that will be built upon moving forward has been the opportunity to partner with families in new and innovative ways. During distance learning, staff have been able to stay connected and support students with disabilities in ways not previously utilized and will use this learning to inform future efforts.

#### Gifted and Talented Education (GATE)

Gifted and Talented Education (GATE) services were provided by staff according to the GATE service plans in place at their school sites. A key challenge and ultimate departure from the implementation plan was the postponement of screening assessments for the 2020-21 school year. As a result of COVID-19 district-wide safety measures, it was determined by the District Assessments Committee that, for 2020-21 only, it was not possible to guarantee valid assessment results, safe assessment administration for all of SCUSD's 1st & 3rd grade students, and equitable access to engage in those assessments according to student need (i.e. accommodations per IEP or 504 Plan, or access to translated instructions). Screening assessments will resume, pending any

necessary agreements, in the 2021-22 academic year. The decision to postpone screening assessments was informed by considerations of safety, validity, and equity and is consistent with decisions made by other large districts in the state. Next steps include the formation of a GATE Identification Planning Committee to review current research, best practices, and available assessment options.

#### Foster Youth

The distance learning context presented several challenges for Foster Youth Services staff. Staff were not able to conduct traditional events as usual for foster families and students, but successfully pivoted to provide events within the virtual context. These included a 'back to school drive through' where families had the opportunity to "drive thru" the Serna Center and pick up a school supply survival kits for eligible foster youth in their home; kits were also dropped off to students' homes while practicing proper social distancing protocols. Frequent check-ins were conducted with students, families, and teachers to assess needs and provide targeted support. Common supports included technology access, online tutoring services, and referrals to community partners and social workers. Overall, assessment of student needs has been a challenge. Particularly for Middle and High School students, staff report that students have been more likely to respond with "I'm OK" and "I don't need anything" in virtual check-ins, while participation/engagement data has indicated otherwise. The in-person context enables building of greater rapport, trust, and more accurate assessment of needs. It has also been more difficult to keep students connected to services such as tutoring due to various barriers such as Zoom fatigue and home placement changes. When students and families missed sessions, it is harder to keep them connected. Staff have had success through increased communication and collaboration between schools, social workers, and other foster youth stakeholders to monitor student needs. During school closure, teachers and other school site staff have been very willing to connect and collaboratively develop support strategies and accommodations to help students with higher needs. Distance learning scheduling has also made teachers more accessible during the school day, allowing Foster Youth Services staff to receive more rapid responses and take follow-up steps.

#### Homeless Youth

A major success in the current year has been a revision of identification process for homeless youth and families. The process now uses a Declaration of Residency (DOR) that any staff member can fill out based on a conversation with a student or family to document that family's situation. Previously, the responsibility was placed on the family to turn in their own documentation. The DOR provides statement-based evidence that can be used to support the identification process. The comprehensive identification of all Homeless Youth who are eligible to receive services remains a significant challenge not just for SCUSD, but regionally and statewide. Another success has been the issuing of cell phones to all staff. Families and students can now text or call Homeless Youth Services staff directly. This has been successful in facilitating regular check-ins with students and the amount of overall contact and return calls have increased.

The Homeless Program Coordinator is the administrator of the Homeless Services Office and staff. The Coordinator monitors and ensures district-wide McKinney-Vento compliance, including identification of homeless students for McKinney-Vento rights and services (including State and Federal programs), student enrollment and attendance, dispute resolution, outreach and support services, and other duties as defined per McKinney-Vento. The Social Worker position for the Homeless Services Office is dedicated to serving Homeless Youth has been successful in providing more responsive services to students across sites including suicide-risk

assessment and trauma response. The Youth and Family Mental Health Advocate has been successful in monitoring and tracking students who live in local shelters and providing enrollment and support services to the shelters, families, and students. Collaboration with the Enrollment Center has resulted in specific guidelines for enrolling Homeless Youth. An ongoing challenge is the need to provide additional training and information for staff about Homeless Youth issues. This includes support in how to take a stigma-reduction approach. There can be a great deal of stigma associated with Homelessness and guidance can help staff understand the appropriate ways to talk about rights, supports, and confidentiality of the family context. Home visits to places of residence have been very successful this year. Going out to shelters, motels, unsheltered sites, and other locations to deliver school supplies, warm weather items, hygiene supplies, and food has provided students with families with much-needed resources while also enabling staff to check-in and monitor progress. Homeless Services staff also provided distance learning support services to ensure homeless students were connected with appropriate educational services, had access to wifi, and were engaged in learning.

# Pupil Learning Loss

## Actions Related to the Pupil Learning Loss

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
<p><b>Summer Learning Program</b>            Included a High School Credit Recovery program operated by each of the five comprehensive high schools, with access for students from smaller schools. Priority provided to seniors within 20 credits of graduation, Foster Youth and Homeless Youth in need of credit recovery, and 9th-11th graders in need of credit recovery. Also included a K-8 Summer program offered in partnership with the City of Sacramento at five elementary/K-8 schools. This program addressed learning loss for the students enrolled while also serving as a pilot opportunity for many of the program elements to be implemented in the fall with the intention of addressing learning loss for all students.</p>	\$522,418	\$522,418	No
<p><b>Data Dashboard and Software Tools</b>            Maintain Illuminate and Tableau data systems to support implementation of district's common assessment system and school closure dashboard. Illuminate serves as the district's primary assessment interface, allowing for administration, analysis, and display of results. This tool will be instrumental in measuring pupil learning loss and monitoring the progress of students as staff work to accelerate their achievement.</p>	\$294,644	\$294,644	No
<p><b>Fingerprinting for College Tutors</b>            Funds pay for the cost of fingerprinting fees for California State University Sacramento (CSUS) college students who will be assigned as tutors for SCUSD students. The collaboration with CSUS will result in the deployment of 40-50 tutors that will support distance learning overall and provide targeted supports.</p>	\$4,050	\$0	No

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing

A description of any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions.

This section of the plan had three associated actions, two of which do not have substantive differences between the planned actions or budgeted expenditures and what was implemented. In the case of the Summer Learning program, the action had been implemented at the time of the plan adoption. In the case of the Data Dashboard and Software Tools, they were implemented as planned. The third action projected a budget of \$4,050 to pay for the fingerprinting fees for college students to serve as tutors for SCUSD students. No funds were expended for this purpose during the 2020-21 school year.

### Analysis of Pupil Learning Loss

A description of the successes and challenges in addressing Pupil Learning Loss in the 2020-21 school year and an analysis of the effectiveness of the efforts to address Pupil Learning Loss to date.

This is an area in which significant challenges were faced during the 2020-21 school year. These challenges remain and need solutions in order for the district to effectively assess and address Pupil Learning Loss moving forward.

As outlined in the plan, the district began the 2020-21 school year with assessments in Math, English Language Arts and, for early grades, foundational reading. The purpose of these assessments was to identify unfinished learning from the previous year and establish a baseline for each student. These ‘beginning of the year’ assessments were, in fact, the end of year assessments from the prior grade level. For example, a 2020-21 fourth grader was given the end of year third grade assessment. Participation results for these assessments were:

- Elementary: 63% for ELA, 60% for Math
- Middle School: 56% for ELA, 56% for Math
- High School: 25% for ELA, 29% for Math

Participation in the interim assessment administered in the middle of the school year did not improve upon these rates significantly and, in a few key areas, decreased sharply:

- Elementary: 56% for ELA, 67% for Math
- Middle School: 58% for ELA, 55% for Math
- High School: 26% for ELA, 14% for Math

These participation rates reveal a fundamental challenge present in the district – being able to administer the district’s common assessments consistently for all students. Entering into the 2020-21 school year, agreement with labor partners had not been reached on a number of key issues. Included in these was the issue of district common assessments, leaving the actual decision to administer Math, ELA, and foundational reading assessments to the school site and classroom level. As might be expected, this has resulted in uneven administration and less than the desired level of overall participation. This was true in the previous year as well. In 2019-20, only 53% of students participated in 1 or more of the district’s Math assessments and only 43% of students participated in 1 or more of the district’s ELA assessments. A January arbitration decision confirmed that a November 2016 Memorandum of Understanding (MOU) specific to testing remains in effect and requires that there must be mutual agreement to administer district initiated and/or district wide tests or assessments to monitor student progress.

While the overall participation rate for the beginning of year and interim assessments was far from ideal, the results that were obtained were able to be used by schools and individual instructors to help assess pupil learning loss and appropriately respond. Below is a representative sequence of what this can look like:

- Assessments are administered to students
- Using the assessment results, the teacher identifies the key content/concepts that students need additional support to master
- The teacher schedules and implements small-group and, as needed, one-on-one instruction to provide support that ‘fills in the gaps’ in student content knowledge before the grade level content is introduced in class

The administration of assessments regularly would enable staff to look forward in the established scope and sequence to determine what knowledge students need to fully access content at grade level.

Results from the mid-year interim assessment relative to the beginning of year assessments showed improvement at some grade spans and decreased performance in other areas.

#### Percent of Correct Answers on Assessment

(Hold for Image of Table)

Performance results on the interim assessment varied significantly by student group for English Language Arts:

- Three students groups performed significantly below the overall rate - American Indian or Alaska Native (48%), Black or African American (44%), and Native Hawaiian or Pacific Islander (45%) – while White (65%) and Two or More Races (60%) performed well above
- English Learners (40%) performed significantly below their English Only (56%), Initially Fluent (65%) and Redesignated Fluent (61%) peers
- Students receiving special education services (41%) performed significantly below their peers who do not receive special education services (55%)



- Socioeconomically Disadvantaged students (46%) performed significantly below their peers who are not Socioeconomically Disadvantaged (65%)

Disparities in the results for the Math interim assessment mirrored those for ELA, with American Indian or Alaska Native students, Black or African American students, Native Hawaiian or Pacific Islander students, English Learners, students receiving special education services, and socioeconomically disadvantaged students performing significantly below their peers.

Overall, the performance results indicate a significant amount of pupil learning loss and need to accelerate growth to address that loss. In the district's plans to return to in-person instruction, maintaining time during each day for targeted small group and one-on-one instruction was a key priority. The schedule that was ultimately selected did maintain this time, with in-person cohorts attending alternating days of live synchronous instruction in the morning and afternoons focusing on targeted instruction.

The district will be implementing a summer program during June-August 2021 to decrease the effects of pandemic learning loss, increase grade level readiness, and accelerate student achievement. This program is described in further detail within the Overall Analysis section.

## Analysis of Mental Health and Social and Emotional Well-Being

A description of the successes and challenges in monitoring and supporting mental health and social and emotional well-being in the 2020-21 school year.

As mental health and social and emotional well-being needs of students, families, and staff shifted significantly with the COVID-19 pandemic, Student Support and Health Services (SSHS) staff, the Social Emotional Learning (SEL) team, and staff across departments continued to build relationships and deliver responsive services.

A major impact to the monitoring and supporting of mental health and social and emotional well-being was the context of school closure and physical separation from students, particularly in a time when issues faced by students, families, and staff were exacerbated by the pandemic. New ways of assessing needs, connecting to individuals, and providing services were required.

The conscious acknowledgement of the rapidly changing context and proactive outreach conducted by Student Support & Health Services staff allowed SCUSD to not only maintain, but increase the number of students provided services. During the first quarter of 2020-21 (Aug-Nov), 31% more students were served relative to the same time period in 2019-20. This also represented a 61% increase over the last quarter of 2019-20, demonstrating significant improvement in the pandemic-era outreach and service-delivery. Home visitations became a key outreach strategy and these were increased by 194% over the first quarter of 2019-20.

There was a 70% increase in requests for basic needs items (food, shelter, clothing, and connection to learning), referrals to domestic violence agencies/shelters, and referrals to homeless programs. Focused prevention and early intervention efforts by staff led to increased participation in drop-in student groups (to support social/emotional development and nurture mental wellness), classroom interventions in mental wellness, and participation in LGBTQ+ supports including training, education, and support groups. Schools were supported to increase the effectiveness of their site Coordination of Service Teams (COSTs) and Multidisciplinary Teams (MDTs) to make appropriate referrals to link students to services. Requests for more intensive services such as mental health services and crisis response decreased by 40%. This data suggests the mental and emotional fallout from the pandemic has not yet surfaced, as families are focused on meeting basic needs for food, housing, clothing, health care, and connectivity to learning.

As of March 2021, staff had provided 7,544 Tier II and 1,302 Tier III mental health interventions. These included, but were not limited to:

- Check-in/Check-out (CICO)
- Psycho-educational groups
- Linkage to community-based services
- School-based mental health individual counseling (in-person and virtual) for students and caregivers
- Case management services
- Professional Learning and consultation for educators and caregivers
- Training for students, staff, and caregivers
- Suicide risk-assessment and safety planning
- Crisis intervention

- Homeless services and supports
- Foster Youth services and supports
- Student behavior and placement support and advocacy

The district's Connect Center, a central hub for mental health supports, played an important role in the delivery of the above services. Examples of specific services provided by the Connect Center included a weekly teen anxiety/depression group for 9th graders a 'Gendering the University' experience in collaboration with Sacramento State's Pride Center, and facilitation of monthly events bringing together district GSAs. Connect Center staff have also increased their efforts to deliver basic supplies, including food, and provide assistance with housing insecurity and benefits. This is an area that staff had not traditionally focused on but elevated as an important part of the work during 2020-21. Connect Center staff also continued to provide safe zone trainings for staff and parents/caregivers. These trainings provide opportunities to learn about LGBTQ+ identities, gender and sexuality, and examine prejudice, assumptions, and privilege.

In March, the district launched its first Kelvin survey to learn more about student experiences including the social-emotional needs of students and the climate and culture of schools. The survey is intended to gather information on the following:

- Student/Family Engagement: How involved are students/families with their schools
- Social-Emotional Learning: How do students perceive their development of social-emotional skills like self-management and resilience?
- School Climate: How do you see the overall social and learning climate of the school?
- Teacher/Student and Family Relationships: How strong is the social connection between teachers and students within and beyond school?

The data will provide staff with comprehensive, friendly reports to inform programming that improves school climate and culture, students' social emotional learning, and family and community engagement.

Bullying prevention efforts faced significant challenges, as overall reporting of incidents decreased greatly. Staff are aware that this does not necessarily mean that bullying has experienced a corresponding decrease and that new strategies are needed to assess needs and support reporting. Staff have also noted that the acceleration of technology use during distance learning has changed the landscape of bullying prevention and increased the importance of prevention and response to cyberbullying. Overall, staff increased their focus on administrative consultation as point of influence. In addition to the student and parent/caregiver consultations that were already a key part of staff efforts, working directly with principals allowed the Bullying Prevention Specialist to support the site in a direct manner. Moving forward, increased alignment of Social Emotional Learning and bullying prevention is needed as well as the articulation of both within the overall Multi-Tiered System of Supports (MTSS) framework.

Positive Behavioral Interventions and Supports (PBIS) implementation faced a similar challenge as bullying prevention efforts – the gathering of data during distance learning. Staff are aware that current data do not present the complete picture of needs, as there are far fewer incidents being logged in the system. It has also been more challenging for teachers to establish relationships in some cases. The barrier of distanced learning can be made even more difficult by certain circumstances like cameras being kept off during

zoom. Overall, it is been harder to connect on a social-emotional basis and to address behavior issues in the digital space. In the virtual learning space, exclusion may be less visible.

PBIS successes in 2020-21 include the provision of trainings in trauma-informed care and high-leverage practices for all students, including students with disabilities and English Learners. These have all been intended to help staff be more in tune with student needs on an individual basis – not just class-wide. Second-year PBIS sites also completed their Tier I foundational planning in preparation for a full launch when students return in person. Staff also want to continue engaging with families to get feedback on how the school is serving their child and to work together to accomplish students’ educational goals. The importance of family as full partners in teaching and learning has been more visible than ever during distance learning. Teachers and staff have also gained a better understanding of what students’ lives look like. This has provided opportunities to build a new level of empathy as homes are ‘virtually visited’ every day during class. Next steps also include alignment of PBIS work within the overall MTSS framework. Staff are currently developing modules, training, and supports for all MTSS Tier I sites to implement PBIS. The modules will provide definitions of success, research-based best practices, sample resources, and guidance on what data to examine. Examples of module focus topics include development of school wide expectations, creating acknowledgment systems, defining major vs. minor behavior issues, and developing behavior management processes.

Social Emotional Learning (SEL) during distance learning has focused on the power of collective healing, with emphasis on relationships, routines, and resilience. For staff, this examines how the adults in the system show up and provides self-care and community care strategies to support adult SEL. Practices and resources for students focus on nurturing skills and conditions including identify, belonging, and agency. And support for parents/caregivers includes practices and resources for self-care and family resilience.

The SEL team has also provided guidance and support to staff use a Trauma-Sensitive Approach, implement alternative approaches to discipline, and reinforce the Distance Learning discipline protocol. Within a Trauma-Sensitive Approach, staff have reinforced the need to pause, reflect, and respond mindfully when interacting with students. Key questions within the approach include:

- What has happened?
- How can I help?
- What do you need right now?

Alternative discipline approaches include de-escalation strategies, redirecting, reteaching, use of peer mentors, restorative justice conversations, harm circles, and referrals to student support services. Key policies that will be reinforced as in-person instruction resumes include:

- No suspensions for health-related protocols (e.g. face coverings)
- Parent/student conferences and consultation with district staff required before a suspension is issued

Staff have also collaborated in the delivery of anti-racist professional development for principals and district leaders. This is being provided through a partnership with EPOCH education and engages participants in a series of modules that are focused on topics including, but not limited to:

- The Impact of Microaggressions
- Exploring Issues of Privilege and Entitlement
- What is Implicit Bias?
- Our Role in Confronting and Overcoming Systemic Oppression
- Debiasing our Thoughts and Actions
- Cultivating Cultural Competency

The training is aligned to the district's core value in that it stems from a recognition that our system is inequitable by design and aims to confront and interrupt those inequities.

## Analysis of Pupil and Family Engagement and Outreach

A description of the successes and challenges in implementing pupil and family engagement and outreach in the 2020-21 school year.

Engaging and reaching out to students and families during distance learning has been a critical component of the district's ability to assess needs and provide services as described in other sections of this update. The first level of monitoring engagement is the tracking of attendance. During 100% distance learning the concept of 'attendance' has expanded to include, but is not limited to, the following criteria:

- Evidence of participation in online activities (Zoom, iReady, Google Classroom, Clever, etc.)
- Completion of regular assignments, surveys, check-ins
- Completion of assessments
- Contacts between staff and the student or parents/guardian

Teachers record the level of engagement as a measure to provide more specific interventions at the classroom level. The overall attendance and chronic absenteeism rates are also monitored to assess trends and on the districtwide, schoolwide, and individual student basis. As defined by Senate Bill 98, significant disengagement (missing more than 60%) of school days, is also a monitored metric.

Through March 2021, the overall chronic absenteeism rate was 17.6%. Several student groups had rates significantly above the districtwide rate. These included Homeless Youth (63%), Foster Youth (34.2%), African American students (33.2%), Pacific Islander students (31.2%), and Students with Disabilities (23.9%). Student groups with rates significantly below the districtwide rate included Filipino students (7.9%), White students (8.9%), and Asian students (9.8%).

The overall disengagement rate (percentage of students with an attendance rate of 40% or less) was 2.1% through March 2021. Student groups with rates significantly above the districtwide level included Homeless Youth (17.6%), African American students (4.9%), and Students with Disabilities (4.1%). Student groups with rates significantly below the districtwide level included Asian students (0.9%), White students (0.8%), and Filipino students (0.5%).

To engage and reach out to students and families, the district's Attendance and Engagement office and 'Be Here' team has implemented the planned tiered reengagement strategies beginning in the summer of 2020 and ongoing throughout the year. These have included the following tiered strategies:

- Tier 1 (for engaged students): Clear communication, connectivity solutions, technology support, parent/caregiver support, home language support, and preventative outreach
- Tier 2 (for Moderately engaged students): Phone calls, texts, email for each absence, letter home on 3rd absence
- Tier 3 (for students with low engagement): Engagement support plan meeting, student support center/connect center referral, home visits
- Tier 4 (for significantly disengaged/unreachable students): Home visits, outside agencies, Community Based Organization (CBO) collaboration, School Attendance Review Board (SARB) process

Key to the implementation of these strategies are the Child Welfare and Attendance Specialists. These staff support sites with attendance improvement implementation, facilitate school site teams to make data-based decisions, and assist with ongoing progress monitoring. Sites have also been provided training to support their implementation of reengagement strategies.

The attendance and engagement team has utilized InClass Today, a supportive and informational absence reporting tool that provides direct communications to students and families who miss 5-25% of school time. Communications are provided via letters and texts, including the ability to two-way chat between staff and parents. The district attendance office has continued to conduct home visits (these are above and beyond visits conducted by school sites) and support development and data entry for Engagement Support Plan. The Attendance and Engagement Office has also played a critical role in supporting connectivity, serving as the central hub for hotspots, wifi codes, and technology distribution.

Family and Community Empowerment (FACE) department staff pivoted early in the pandemic to provide additional support in the engagement and outreach process, particularly to connect with 'unreachable' students. During 2020-21, they continued this support, making 1 on 1 phone calls and collaborating in home visits. In addition to this, FACE staff implemented a range of successful supports for families during this year. They include:

- Continued to provide trainings and weekly parent meetings in the virtual space
- Building a library of recordings that can be accessed by parents/caregivers anytime
- Holding empathy interviews to gather information on what resources would be needed in a return to in-person learning
- Training of parents/caregivers to facilitate healing circles
- Creating a virtual volunteer system that allows people to go through the required protocols online
- Deepening relationships with community partners

Challenges included the lack of access to and/or familiarity with technology for parents/caregivers. While this is certainly not solved, many parents/caregivers have acquired increased familiarity with technology and virtual platforms over the year. Over time, the key challenges that families are sharing have shifted to basic needs (food insecurity, stress, health, and other pandemic impacts).

The Parent Teacher Home Visit (PTHV) is a notable example of early and sustained success. The PTHV program pivoted early in response to the pandemic, training staff for implementation of virtual, Bridge Visits. Demand for training has increased and CARES dollars allowed for continuation of the program beyond the initial budget limitations. While it is a challenge to try and replace the experience of in-person visits, a key learning has been the fact that on-line visits provide much more flexibility to teachers and parents. Although in-person visits are still the most informative and will be continued, the successes of Bridge Visits will inform the practice of PTHVs moving forward. Through 2.25.21, 2,356 bridge visits had been conducted during the 2020-21 school year. This is almost twice as were conducted during the entire 2018-19 school year (1260) and more than double the amount that were conducted up to the time of school closures during 2019-20 (971). Bridge visits continued to play an important role in building relationships between home and school, while also serving as a key aspect of the overall engagement and outreach to students and families. Bridge visits were often a means for staff to identify additional needs and connect families and students to resources/services.

## Analysis of School Nutrition

A description of the successes and challenges in providing school nutrition in the 2020-21 school year.

Nutrition Services staff successfully maintained the systems that were implemented during the early months of the pandemic and refined in the fall. Meals were provided to all students at no cost and were distributed via a drive-thru (or walk-up) curbside pick-up process. Pick-up was available on Monday, Wednesday, and Friday, with food provided for all 5 days of distance learning each week. The curbside pick-up process was implemented according to state and county public health recommendations, with social distancing and appropriate personal protective equipment (PPE) used at all times.

In March, the district informed families about the availability of Pandemic EBT 2.0 benefits. Pandemic EBT 2.0 is a federal program that provides food benefits to help families with children who are eligible for free or reduced-price school meals. Students whose families receive Pandemic EBT 2.0 benefits are still eligible for free/reduced price school meals. SCUSD communicated with all families to ensure that their appropriate address was on file and provide instructions for how to update their address if needed. All SCUSD students who attend a school that offers universal free breakfast or lunch will automatically be eligible for Pandemic EBT 2.0. EBT funds will be retroactive for the 2020-21 school year. California Department of Social Services (CDSS) will direct mail P-EBT 2.0 to households in April 2021.

As the district prepared to resume in-person instruction, Nutrition Services staff refined and communicated the plan for meal distribution as part of the district's regular Updates to the Board and Community on the Conditions of Readiness for School Reopening. The primary challenge in providing meals during the final months of the 2020-21 school year will be distributing meals to students in Hybrid Learning (which includes in-person days) and to students who are remaining 100% in Distance Learning. Key elements of the district's plan to provide meals in both contexts include:

- Modifying the current curbside distribution schedule to offer curbside meals on Mondays only, from 11:00am – 1:00pm starting April 5th.

- Students engaged in on-campus learning will take a 'grab and go' lunch and breakfast for the next day home when they report in person each day. This will eliminate the need for monitoring meals in the classroom and allow for quick entry and exit from campus. Meals will be provided through curbside distribution on Mondays to all enrolled SCUSD students, and children present in the vehicle. Meals will cover the nutritional needs for students during their distance learning days.
- During on-campus learning, water will be made available. Secondary students will be encouraged to bring refillable bottled water from home. Elementary classrooms with sinks for water will be provided disposable drinking cups. Additional bottled water will be made available to schools as needed.
- Students engaged in 100% Distance Learning will be able to pick-up meals through curbside distribution on Mondays at any of the open meal service sites.

All students will continue to be eligible for meals each day at no cost, whether they are participating in on-campus or distance learning. Students/children not enrolled in SCUSD schools (or associated charter schools) that are present in the vehicle during curbside meal pick up on Mondays will still be eligible to receive free meals.



# Additional Actions and Plan Requirements

## Additional Actions to Implement the Learning Continuity Plan

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
School Nutrition	Nutrition Services and Supplies Additional supplies and services needed to provide meals during school closures and, upon return, in a manner that is safe and consistent with public health guidelines. Includes food, additional kitchen equipment, sanitation supplies, Personal Protective Equipment, salary/benefits, and mileage.	\$1,537,705	\$1,020,949	No
Mental Health and Social and Emotional Well-Being	Positive Behavior Intervention and Supports (PBIS) and Social Emotional Learning (SEL) The district's SEL and PBIS team are leading multiple efforts to attend to the mental health and social emotional well-being of students, families, and staff. This includes the integration of SEL into instruction and addressing the traumatic impacts of COVID, school closures, and the systemic racism and violence in our nation, state, and community. Professional learning is being provided to increase connectedness/belonging and address trauma – both within the remote context.	\$901,276	\$1,000,962	Yes
Mental Health and Social and Emotional Well-Being	Nurses and Social Workers Nurses and Social Workers will play key roles in the district's efforts to educate community about COVID, support contact tracing, and engage in direct outreach to students and families. The current public health crisis has come with a host of other economic and social impacts. These staff will	\$5,278,796	\$3,334,424	Yes

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
	not only maintain existing staffing and supports to provide critical health information, referrals, and support, but lead the district's efforts to proactively identify physical and mental health needs and provide or connect students and families to the appropriate services and resources.			
Mental Health and Social and Emotional Well-Being	<p>Connect Center</p> <p>The Connect Center is serving as a critical hub in the districtwide effort to monitor and address mental health needs, in particular the trauma experienced or exacerbated as a result of the COVID pandemic. Existing staffing and supports will continue providing students and families a centralized access point for support services including, but not limited to, counseling referrals, mental health/behavioral consultations, suicide risk response and intervention, attendance interventions. As sites and district staff are able to identify student and family needs in the distanced context, the Connect Center will address emerging needs.</p>	\$517,681	\$465,998	Yes
Stakeholder Engagement	<p>District Parent Resource Center</p> <p>Family and Community Engagement staff have partnered and are continuing to work closely with the Attendance and Engagement Office to conduct home visits and other outreach to make contact with 'unreachable ' students. They are also actively developing and implementing a range of parent capacity-building workshops and making available a host of resources to support Distance Learning.</p>	\$340,708	\$336,942	Yes

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Stakeholder Engagement	<p>Parent Teacher Home Visit (PTHV) Program  PTHV staff pivoted early to the distance learning context, providing training over the summer to staff to certify them for implementation during school closures. The continued implementation of Home Visits is a critical arm of the district’s efforts to increasing the sense of connectedness/belonging to school, foster increased communication between home and school, and building positive relationships between staff and families.</p>	\$510,953	\$547,895	Yes
All	<p>Matriculation and Orientation Center (MOC)  MOC staff will support translation and interpretation across multiple departmental efforts throughout the distance learning context. To date this has included the translation of communications to families, draft plans such as the districts ‘Return Together’ components and the early draft of this plan, and resources to support students and parents/guardians during distance learning. MOC staff also provide simultaneous interpretation support during meetings and directly respond to parents/guardians in their home language.</p>	\$767,501	\$764,825	Yes
All	<p>Additional Interpretation Services  Service Agreement with Excel interpretation services to provide translation services that are currently not available through the district’s Matriculation and Orientation Center.</p>	\$21,000	\$57,813	Yes

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Stakeholder Engagement	Family Communication Program Additional attendance and engagement support through a service agreement to establish partnership with Every Day Labs to reduce distance learning absences through improved communication with parents. Communications help families take action to support attendance and participation in distance learning.	\$74,026	\$138,076	No
All	Technology materials and services for staff to work remotely Includes computers and headsets to enable staff to support implementation of district programs remotely. Also includes Zoom K-12 contract for 2020-21 distance learning and remote work.	\$460,697	\$1,047,861	No
All	Mitigation of COVID-19 and Operational Support Additional staff time in the form of overtime hours, temporary staff, and substitute staff to mitigate the impacts of COVID-19 at sites and district facilities. This action supported efforts in Maintenance and Facilities, Technology Services, Health Services, the Enrollment Center, and school sites. Also includes asset management software.	\$333,326	\$2,734,297	No

A description of any substantive differences between the planned actions and budgeted expenditures for the additional plan requirements and what was implemented and expended on the actions.

Substantive differences in this section of the plan are, general, the result of projections that were based on the available data at the time of writing and were not able to account for the full scope and shifting needs that would later emerge.

Estimated actual costs (\$57,813) for additional interpretation were significantly higher than projected (\$21,000). These costs are above and beyond the interpretation and translation provided by the Matriculation and Orientation Center (MOC). Additional interpreters were contracted as needed for various district and site events or activities.

The estimated actual costs (\$138,076) for the Family Communication Program (Every Day Labs) used to provide attendance and engagement information directly to families were substantially higher than projected (\$74,026). At the time projections were made, this was the initial estimate for the cost of the partnership, which later was revised.

Technology and materials for staff to work remotely, similar to other actions, reflected the known actuals and encumbrances at the time of the plan writing. There was not a specific amount projected for additional materials above and that which had been made at the time. The estimated actual costs (\$1,047,861) reflect the meeting of needs that arose throughout the 2020-21 school year beyond the initial projected expenditure (\$460,697). The same rationale applies to the action specific to mitigating COVID-19 (operational support). This action included overtime hours, temporary staff, and substitute staff to mitigate the impacts of COVID-19 at all sites and district facilities. As the 2020-21 school unfolded, additional need arose and were met, resulting in a total estimated actual expenditure (\$2,734,297) much higher than the projected expenditure (\$333,326), which was based on actual expenditures and encumbrances at the time.

The projected expenditure for Nurses and Social Workers was \$5,278,796 at the time of projections. This number was later revised significant within the district's revised budget. This, along with differences resulting from the typical time lag in filling some positions, led to a significant overall difference between the projected expenditure and estimated actual expenditure of \$3,334,424. Nurses and Social Workers implemented services and specific actions in service of students as planned.

The estimated actual expenditures to provide additional support to Nutrition Services (\$1,020,949) were less than the projected expenditures (\$1,537,705). The estimated actual expenditures represent the additional support (beyond the existing Nutrition Services budget) to meet the emerging and evolving needs since the time of school closure. A significant amount of the expenditures supported one-time expenses that did not result in recurring costs over time. These included outdoor serving carts, units to hold hot food, and curbside technology to support meal distribution.

## Overall Analysis

An explanation of how lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021–24 LCAP.

The lessons learned from implementing distance learning and in-person programs in 2020-21 had substantial impact on the development of the goals and actions in the 2021-24 LCAP. From the inception of the LCAP era in 2013-14 through the 2019-20

LCAP, the district's LCAP goals were relatively unchanged. In developing the 2021-24 LCAP, the lessons learned from the recent year built upon the ongoing stakeholder input to inform a revised and expanded goal structure. Several of the key changes were specifically informed by the student needs and inequities that were exacerbated and/or further exposed during distance learning.

A new goal in the 2021-24 LCAP (Goal 2) focuses on coherence and consistency of program across all schools. This goal focuses on the district's 'Tier 1' program and emphasizes the importance of instructional fidelity to district programs and practices, equitable access to standards-aligned instruction, and robust, rigorous learning experiences inside and outside the classroom. The goal is based in the recognition by stakeholders for a foundational/base educational experience that ALL students can expect in SCUSD, regardless of school site, program, or classroom. The experience during distance learning significantly reinforced this need, as the experiences of different families and students varied widely by school and classroom. Areas in which it was hoped that variation could be reduced (e.g. administration of common assessments, alignment to scope and sequence) remained variable as not formal agreement on distance learning was reached. The participation rate in District Common Assessments for Math and ELA have been incorporated as key metrics for this goal. More detailed actions for English Learners have also been incorporated to outline the specific professional learning, language acquisition, and other program in place to ensure that English Learners across all sites are accessing standards-aligned instruction and the full scope of the district's Tier 1 program. Similarly, actions specific to Students with Disabilities have been included to highlight some of the collaboration occurring with general education to provide access to standards-aligned instruction. While many of the actions within this goal are continuations from the prior LCAP, the refinement of the goal provides more clarity as to their purpose. Beyond their role in contributing to the general 'college and career readiness' of students, the actions in Goal 2 of the 2021-24 LCAP are focused on ensuring that every SCUSD student is provided a high-quality education, regardless of their zip code, neighborhood, or enrollment choices.

The new LCAP Goal specific to Integrated Supports (Goal 3) focuses on providing each student the academic, behavioral, social-emotional, and mental and physical health supports to meet their individual needs. This goal focuses on the district's Tier 2 and 3 programs to provide the additional support and services students need above and beyond the foundational, Tier 1 program provided in all schools and classrooms. During the COVID-19 pandemic, identifying student needs and providing responsive services was a tremendous challenge. As staff worked to respond to the existing and emerging needs of families and students during distance learning, gaps in many different areas were exacerbated and/or brought into clearer focus. Technology access, food insecurity, housing insecurity, language barriers, lack of safe/quiet learning spaces, access to health care, mental health issues, and more all came to the forefront. Home visits and daily access (virtually) to student homes provided further evidence of the range of needs and importance for strong Tier 2 and 3 supports and, in turn, elevate the prominence of this in the LCAP. This is also consistent with ongoing stakeholder input emphasizing the need for more wrap-around services for students and particularly for students with the highest needs.

The district's revised culture and climate goal calls for the active dismantling of inequitable and discriminatory systems affecting BIPOC students, student with disabilities, English Learners, Foster Youth, and Homeless Youth in order to create safer, more inclusive, and more culturally competent school and classroom learning environments. This is a significant expansion upon the district's former goal and aligns to the wealth of stakeholder input indicating a need to more explicitly confront and interrupt the inequities that exists in our system. As discussed above, the time of distance learning has exposed and exacerbated many of the

already present inequities in the system. As SCUSD looks to the next three years and beyond, this is an area that will require explicit and consistent focus. In the current year, the district has started this work by providing all site administrators and other district leaders anti-bias/anti-racist training. The 2021-24 LCAP includes a specific action to extend this professional learning into the next three years for a broader audience. While the logistics of this are still being defined, the district is committed to the systemic change that includes the dismantling of systemic policies and practices that perpetuate disparate and disproportionate student outcomes.

The district's focus goal specific to implementation of a Multi-Tiered System of Supports (MTSS) was emergent prior to the pandemic and very much reaffirmed by the experiences during distance learning and in-person programs. As noted in the discussion of Tier 1, 2, and 3 programs, the need for a consistent and coherent instructional program with integrated supports for individual students is urgent. The district's focus goal specific to Updating the Graduate Profile is very aligned to the lessons learned during distance learning. As the district transitioned to distance learning, a key effort included the definition of a scope and sequence of learning around which to anchor the new (at the time) distance learning program. This effort is very much aligned to the need for an updated, and universally embraced graduate profile that can act as an anchor for the district's overall instructional program. With a clear and shared sense of what we want for all students K-12, the district will be able to make more intentional decisions about programs, funding allocations, and alignment of disparate efforts. The LCAP itself will also benefit from additional alignment to this centrally held vision of what the community wants for graduates of SCUSD schools.

Overall, the lessons learned during distance learning and in-person instruction have informed some broad approaches to the LCAP that have impacted multiple goals and metrics. Key among these are the increased disaggregation of data within metrics. This includes baseline data and targets and is intended to more transparently show the gaps in outcomes and need to accelerate growth for student groups that are achieving below the rate of 'All' students and their peer student groups. This also includes the specific inclusion of named student groups in several of the LCAP goal statements. Stakeholder input has emphasized and reiterated the need for the district to be explicit in the need for specific student groups to be highlighted in goal-setting. The experiences of these student groups during distance learning in the time of school closures has led to stakeholders reaffirming and doubling-down on this need.

An explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs.

As discussed in the Pupil Learning Loss section above, this is an area in which the district has faced significant challenges. Specifically, the district has been unable to reach specific agreement on the administration of the District Common Assessments in Math and English Language Arts for all students. This has resulted in less-than-ideal participation rates and incomplete data across the district. SCUSD remains committed to the assessment of student learning for the purposes of identifying student learning needs and informing instruction. Implementation of the district common assessments remains a priority and the district is committed to working collaboratively to achieve this goal. Achieving full participation in the district common assessments has been identified as a priority/metric within the 2021-24 LCAP.

Beyond this in-progress work to implement common assessments, schools and staff utilize a wide range of methods to assess and address Pupil Learning Loss. This includes site-based use of programs such as i-Ready, end-of-unit assessments, and regular formative assessment during instruction. Teachers and other instructional staff also meet to review student data and hold academic conferences to assess pupil learning status and needs. While these practices do vary across sites/classrooms, they contribute to the district's overall assessment and addressing of pupil learning loss and are accounted for in the site-based actions within each school's SPSA. These actions are, in aggregate, included in the LCAP within each goal area.

The district will be implementing a summer program during June-August 2021 to decrease the effects of pandemic learning loss, increase grade level readiness, and accelerate student achievement. Programming will occur at every school site, designed by and driven by each school's site plan and with a focus on academic and social and emotional interventions. An opt-out philosophy will be implemented, with students pre-registered based on multiple measures. Priority will be given to Foster Youth, Homeless Youth, English Learners, students with disabilities and disengaged students. Teachers will be provided professional learning that includes Integrated English Language Development, Universal Design for Learning, and Anti-racist teaching.

Instruction will focus on priority standards and be in-person, 5 days per week. Benchmark assessments will be administered to assess student learning needs and monitor progress. Two sessions of programming will be offered and will pair academics with enrichment. Academics will occur in the morning from 8:00 – 11:00 AM and Enrichment will occur from 12:00 – 3:00 PM. The district will also implement Extended School Year programming for students with Individualized Education Programs (IEPs).

A description of any substantive differences between the description of the actions or services identified as contributing towards meeting the increased or improved services requirement and the actions or services implemented to meet the increased or improved services requirement.

All substantive differences for actions and services have been described in the In-Person Instruction, Distance Learning Program, Pupil Learning Loss, and Additional Actions sections above.



# Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan

A description of how the analysis and reflection on student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP.

Overall, the analysis and reflection on student outcomes from 2019-20 and 2020-21 has reaffirmed the need to focus on key elements of the prior LCAP while expanding and refining the focus of goals and metrics. As discussed above in the Overall Analysis section of the 2020-21 Annual Update, stakeholder input and staff planning has informed significant revision of the goals and corresponding structure of the 21-22 through 23-24 LCAP. However, many of the targets set in the 2019-20 LCAP were not reached and still remain relevant. For each of the goals present in the 2019-20 LCAP, significant progress is still needed to achieve the specific metrics within each as well as the broader intent.

## College and Career Readiness

Present in the 2019-20 LCAP as 'Goal 1,' the primary intent of this goal has been retained in the 2021-22 LCAP Goal 1, with aspects threaded throughout goals 2 and 3. While some progress in this goal area has been made, the district is far from achieving its goal of all students graduating college and career ready. In all of the included metrics, there is significant room for improvement in outcomes for 'All students' and concerning gaps persist for a number of student groups. These student groups include English Learners, Foster Youth, Homeless Youth, Students with Disabilities, African American students, and American Indian or Alaska Native students. This goal has been refined to focus explicitly on College and Career Readiness, with the broader educational program aligned elsewhere. A key element added to the goal statement is the specific reference to a clear postsecondary plan, this emerging from the recognition that having options alone is not sufficient. Every student must have an understanding of how to access those options and a clear plan for reaching their individual goals that is created with supportive guidance. Key metrics added in this goal area include:

- College/Career Dashboard Indicator
- Combined A-G and CTE completion
- Free Application for Federal Student Aid (FAFSA) completion
- Percentage of students with disabilities earning a Certificate of Completion
- State Seal of Biliteracy (SSB) completion
- State Seal of Civic Engagement (SSCE) completion

## Foundational Educational Experience for All Students

This goal area includes aspects of the 2019-20 goal one specific to Tier 1 programs and expands the scope to emphasize the importance of all students have access to a base, high-quality education that is not dependent on their individual school site or classroom. This includes access to standards-aligned instruction, fidelity to instructional programs and practices, and robust and rigorous learning experiences inside and outside the classroom. An examination of student outcomes in this area shows that

significant progress is still needed. Performance on the Math and English Language Arts state assessment remains below the state average and well below the 'Standard Met' level. Additionally, vast performance gaps persist between student groups, with English learners, Foster Youth, Homeless Youth, Low Income Students, Students with Disabilities, African American Students, American Indian or Alaska Native students, Hispanic/Latino students, and Pacific Islander students all performing well below their peers. The need for a coherent and consistent program that is standards-aligned remains. All students need support to meet the state standards, with accelerated growth for underperforming student groups urgently needed. Additional metrics added in this goal area include:

- California Science Test (CAST) performance
- Gifted and Talented Education (GATE) demographics: Identification and Overall
- District Common Assessment Participation Rates

### Integrated Supports

This goal area includes aspects of goals 2 and 3 from the 2019-20 LCAP. In the new LCAP, it focuses in specifically on Tier 2 and 3 supports that provide students the individual services needed to meet their identified academic, behavioral, social-emotional, and mental and physical health needs. Student outcomes for Chronic Absenteeism, Attendance, and Drop-out Rates all includes disproportionate results across student groups. The new LCAP goal statement calls specific attention to the need to support English Learners, Students with Disabilities, African American Students, Foster Youth, Homeless Youth, and other student groups whose outcomes indicate the greatest need. The new goal includes more detailed actions specific to Students with Disabilities, English Learners, American Indian or Alaska Native students, and others that represent district efforts to provide targeted support. This goal area is also one that is expected to expand in scope as the district moves further into its implementation of an effective MTSS across all schools. Metrics that have been added/refined in this goal area include:

- Attendance Rate – refined to focus on percentage of students attending school 96% of the time or more
- Provision of Responsive Services – percentage of students who meet an attendance/behavior indicator zone and are provided responsive services

### Culture and Climate

The second LCAP goal from the 2019-20 LCAP is aligned to this area within the new LCAP, though the new goal is refined to more specifically embody the district's core value of confronting and interrupting inequities. While student outcomes for Suspension did show very positive growth heading into school closures, significantly inequitable outcomes persist for student groups including Foster Youth, Homeless Youth, Students with Disabilities, and African American Students. Actions including the district's Social Emotional Learning (SEL) program, Positive Behavioral Intervention and Supports (PBIS), Bullying Prevention, and more recent efforts in Anti-bias/Anti-racism Professional Learning are focused in this area on the systemic policies that have perpetuated disparate and disproportionate outcomes. This is also a goal area that is expected to evolve and grow significantly over time.

### Stakeholder Engagement and Empowerment

This is the goal area that most closely aligns to the previous version in format and intent. It focuses on the engagement and empowerment of stakeholders as partners in teaching and learning through effective communication, capacity building, and collaborative decision-making. A key addition is the inclusion of students along with parents, families, and community stakeholders in the list of groups to be engaged and empowered. This follows input from students that they seek to be recognized and supported as active agents in their own education. Past outcomes in this goal area, including the results of parent/guardian surveys, indicate the continued need for this area as a key LCAP goal. The course of the pandemic and increased role of parents/caregivers in the education of students has affirmed that engagement and empowerment is more relevant than ever. The role of Parent Teacher Home Visits and all other home visits during the pandemic has been critical in reengaging unengaged students, assessing student and family needs, providing direct services, and referring to outside supports. The voice of district committees and stakeholders at large has been critical in communicating priorities for distance learning, needs as in-person instruction was planned, and overall expectations for improvements to district support.

### Multi-Tiered System of Supports (MTSS)

The district's move to implement a cohort training model was in the planning stages as the pandemic began in spring 2020. As discussed above, the course of distance learning and in-person instruction, along with the inequitable outcomes across LCAP past LCAP goals/metrics, has affirmed the need for an effective MTSS. This is critical for all students and especially urgent for student groups who have not been provided full access to core content or sufficient tiered intervention.

Overall, the specific reflection on student outcomes in the 2019-20 Annual Update and 2020-21 Annual Update sections and more general reflection here supports the shift to 2021-22 through 2023-24 LCAP goals that:

- Specifically identify student groups in need of additional support
- Focus explicitly on the need for an effective MTSS
- Emphasize the need for coherence and consistency of program for all students, regardless of site, classroom, or program
- Communicate the importance of individual, targeted support based upon identified student need
- Call out the inequity of our system and the need to dismantle aspects of our system that perpetuate disparate and disproportionate outcomes
- Reaffirm the importance of engaging and empowering stakeholders as partners in the education of students

## Instructions: Introduction

The Annual Update Template for the 2019-20 Local Control and Accountability Plan (LCAP) and the Annual Update for the 2020–21 Learning Continuity and Attendance Plan must be completed as part of the development of the 2021-22 LCAP. In subsequent years, the Annual Update will be completed using the LCAP template and expenditure tables adopted by the State Board of Education.

*For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).*

## Instructions: Annual Update for the 2019–20 Local Control and Accountability Plan Year

### Annual Update

The planned goals, state and/or local priorities, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the approved 2019-20 Local Control and Accountability Plan (LCAP). Minor typographical errors may be corrected. Duplicate the Goal, Annual Measurable Outcomes, Actions / Services and Analysis tables as needed.

For each goal in 2019-20, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in 2019-20 for the goal. If an actual measurable outcome is not available due to the impact of COVID-19 provide a brief explanation of why the actual measurable outcome is not available. If an alternative metric was used to measure progress towards the goal, specify the metric used and the actual measurable outcome for that metric.

Identify the planned Actions/Services, the budgeted expenditures to implement these actions toward achieving the described goal and the actual expenditures to implement the actions/services.

#### Goal Analysis

Using available state and local data and input from parents, students, teachers, and other stakeholders, respond to the prompts as instructed.

- If funds budgeted for Actions/Services that were not implemented were expended on other actions and services through the end of the school year, describe how the funds were used to support students, including low-income, English learner, or foster youth students, families, teachers and staff. This description may include a description of actions/services implemented to mitigate the impact of COVID-19 that were not part of the 2019-20 LCAP.

- Describe the overall successes and challenges in implementing the actions/services. As part of the description, specify which actions/services were not implemented due to the impact of COVID-19, as applicable. To the extent practicable, LEAs are encouraged to include a description of the overall effectiveness of the actions/services to achieve the goal.

## **Instructions: Annual Update for the 2020–21 Learning Continuity and Attendance Plan**

### **Annual Update**

The action descriptions and budgeted expenditures must be copied verbatim from the 2020-21 Learning Continuity and Attendance Plan. Minor typographical errors may be corrected.

### **Actions Related to In-Person Instructional Offerings**

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to in-person instruction and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions, as applicable.
- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in implementing in-person instruction in the 2020-21 school year, as applicable. If in-person instruction was not provided to any students in 2020-21, please state as such.

### **Actions Related to the Distance Learning Program**

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to the distance learning program and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions, as applicable.
- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in implementing distance learning in the 2020-21 school year in each of the following areas, as applicable:
  - Continuity of Instruction,
  - Access to Devices and Connectivity,

- Pupil Participation and Progress,
- Distance Learning Professional Development,
- Staff Roles and Responsibilities, and
- Supports for Pupils with Unique Needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness

To the extent practicable, LEAs are encouraged to include an analysis of the effectiveness of the distance learning program to date. If distance learning was not provided to any students in 2020-21, please state as such.

## **Actions Related to Pupil Learning Loss**

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to addressing pupil learning loss and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions, as applicable.
- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in addressing Pupil Learning Loss in the 2020-21 school year, as applicable. To the extent practicable, include an analysis of the effectiveness of the efforts to address pupil learning loss, including for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils who are experiencing homelessness, as applicable.

## **Analysis of Mental Health and Social and Emotional Well-Being**

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in monitoring and supporting Mental Health and Social and Emotional Well-Being of both pupils and staff during the 2020-21 school year, as applicable.

## **Analysis of Pupil and Family Engagement and Outreach**

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges related to pupil engagement and outreach during the 2020-21 school year, including implementing tiered reengagement strategies for pupils who were absent from distance learning and the efforts of the LEA in reaching out to pupils and their parents or guardians when pupils were not meeting compulsory education requirements or engaging in instruction, as applicable.

## **Analysis of School Nutrition**

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in providing nutritionally adequate meals for all pupils during the 2020-21 school year, whether participating in in-person instruction or distance learning, as applicable.

## **Analysis of Additional Actions to Implement the Learning Continuity Plan**

- In the table, identify the section, the planned actions and the budgeted expenditures for the additional actions and the estimated actual expenditures to implement the actions, as applicable. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for the additional actions to implement the learning continuity plan and what was implemented and/or expended on the actions, as applicable.

## **Overall Analysis of the 2020-21 Learning Continuity and Attendance Plan**

The Overall Analysis prompts are to be responded to only once, following an analysis of the Learning Continuity and Attendance Plan.

- Provide an explanation of how the lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021–24 LCAP.
  - As part of this analysis, LEAs are encouraged to consider how their ongoing response to the COVID-19 pandemic has informed the development of goals and actions in the 2021–24 LCAP, such as health and safety considerations, distance learning, monitoring and supporting mental health and social-emotional well-being and engaging pupils and families.
- Provide an explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs (including low income students, English learners, pupils with disabilities served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness).
- Describe any substantive differences between the actions and/or services identified as contributing towards meeting the increased or improved services requirement, pursuant to *California Code of Regulations*, Title 5 (5 CCR) Section 15496, and the actions and/or services that the LEA implemented to meet the increased or improved services requirement. If the LEA has provided a description of substantive differences to actions and/or services identified as contributing towards meeting the increased or improved services requirement within the In-Person Instruction, Distance Learning Program, Learning Loss, or Additional Actions sections of the Annual Update the LEA is not required to include those descriptions as part of this description.

## **Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan**

The Overall Analysis prompt is to be responded to only once, following the analysis of both the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan.

- Describe how the analysis and reflection related to student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP, as applicable.





# Annual Update for the 2019–20 Local Control and Accountability Plan Year Expenditure Summary

Total Expenditures by Funding Source		
Funding Source	2019-20 Annual Update Budgeted	2019-20 Annual Update Actual
All Funding Sources		
	0.00	0.00
	25,728,814.00	25,569,143.00
	306,057,416.00	304,570,875.00
	73,451,660.00	70,697,744.00
	2,717,686.00	2,696,532.00
	9,823,793.00	11,193,723.00
	2,140,852.00	2,050,444.00
	1,436,862.00	1,337,019.00

\* Totals based on expenditure amounts in goal and annual update sections.

<b>Total Expenditures by Object Type</b>		
<b>Object Type</b>	<b>2019-20 Annual Update Budgeted</b>	<b>2019-20 Annual Update Actual</b>
All Expenditure Types		
	0.00	0.00
	46,129,097.00	42,990,218.00
	346,939,527.00	343,421,844.00
	1,230,852.00	10,105,537.00
	6,022,124.00	2,417,313.00
	83,057.00	396,441.00
	17,566,168.00	16,850,658.00
	802,623.00	640,680.00
	2,583,635.00	1,292,789.00

\* Totals based on expenditure amounts in goal and annual update sections.

<b>Total Expenditures by Object Type and Funding Source</b>			
<b>Object Type</b>	<b>Funding Source</b>	<b>2019-20 Annual Update Budgeted</b>	<b>2019-20 Annual Update Actual</b>
All Expenditure Types	All Funding Sources		
		0.00	0.00
		25,131,298.00	23,124,261.00
		14,782,611.00	14,998,502.00
		107,249.00	0.00
		3,843,441.00	2,975,125.00
		1,755,190.00	1,392,399.00
		509,308.00	499,931.00
		23,738,715.00	23,839,248.00
		261,874,148.00	264,214,604.00
		54,786,766.00	45,539,311.00
		2,327,432.00	277,973.00
		2,899,250.00	8,055,575.00
		385,662.00	658,045.00
		927,554.00	837,088.00
		372,852.00	0.00
		858,000.00	7,946,613.00
		0.00	2,158,924.00
		1,792,254.00	1,277,462.00
		1,315,870.00	1,139,851.00
		2,914,000.00	0.00
		83,057.00	396,441.00
		114,788.00	55,992.00
		16,366,495.00	15,733,195.00
		651,815.00	640,411.00
		265,968.00	259,635.00
		167,102.00	161,425.00
		802,623.00	640,680.00
		1,510,000.00	858,135.00
		1,056,598.00	433,056.00
		17,037.00	0.00
		0.00	1,598.00

\* Totals based on expenditure amounts in goal and annual update sections.

<b>Total Expenditures by Goal</b>		
<b>Goal</b>	<b>2019-20 Annual Update Budgeted</b>	<b>2019-20 Annual Update Actual</b>
<b>Goal 1</b>	373,038,151.00	372,597,590.00
<b>Goal 2</b>	45,214,457.00	42,924,913.00
<b>Goal 3</b>	2,839,877.00	2,315,181.00
<b>Goal 4</b>	264,598.00	277,796.00

\* Totals based on expenditure amounts in goal and annual update sections.

# Annual Update for the 2020–21 Learning Continuity and Attendance Plan Expenditure Summary

Total Expenditures by Offering/Program		
Offering/Program	2020-21 Budgeted	2020-21 Actual
In-Person Instructional Offerings	\$8,732,761.00	\$15,278,628.00
Distance Learning Program	\$59,362,238.00	\$68,663,205.00
Pupil Learning Loss	\$821,112.00	\$817,062.00
Additional Actions and Plan Requirements	\$10,743,669.00	\$11,450,042.00
<b>All Expenditures in Learning Continuity and Attendance Plan</b>	<b>\$79,659,780.00</b>	<b>\$96,208,937.00</b>

Expenditures by Offering/Program (Not Contributing to Increased/Improved requirement)		
Offering/Program	2020-21 Budgeted	2020-21 Actual
In-Person Instructional Offerings	\$8,732,761.00	\$15,278,628.00
Distance Learning Program	\$28,972,199.00	\$39,946,258.00
Pupil Learning Loss	\$821,112.00	\$817,062.00
Additional Actions and Plan Requirements	\$2,405,754.00	\$4,941,183.00
<b>All Expenditures in Learning Continuity and Attendance Plan</b>	<b>\$40,931,826.00</b>	<b>\$60,983,131.00</b>

Expenditures by Offering/Program (Contributing to Increased/Improved requirement)		
Offering/Program	2020-21 Budgeted	2020-21 Actual
In-Person Instructional Offerings		
Distance Learning Program	\$30,390,039.00	\$28,716,947.00
Pupil Learning Loss		
Additional Actions and Plan Requirements	\$8,337,915.00	\$6,508,859.00
<b>All Expenditures in Learning Continuity and Attendance Plan</b>	<b>\$38,727,954.00</b>	<b>\$35,225,806.00</b>

## DRAFT Summary of Key Stakeholder Recommendations Spring 2021\_Updated 5.13.21

### Equity, Access, and Social Justice

#### Guiding Principle:

All students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options.

#### Core Value:

We recognize that our system is inequitable by design and we vigilantly work to confront and interrupt inequities that exist to level the playing field and provide opportunities for everyone to learn, grow, and reach their greatness.

#### Navigation:

1. [College and Career Readiness](#)
2. [Foundational Ed Experience](#)
3. [Integrated Supports](#)
4. [Culture and Climate](#)
5. [Engagement and Empowerment](#)
6. [MTSS/DBDM](#)
7. [Graduate Profile](#)
8. [Basic Services](#)
9. [Other](#)

#### Key:

- AAAB (African American Advisory Board)
- AIEP (American Indian Education Program Parent Committee)
- CAC (Community Advisory Committee)
- DELAC (District English Learner Advisory Committee)
- PAC (LCAP Parent Advisory Committee)
- SAC (Student Advisory Council)
- SAYS (Sacramento Area Youth Speaks)

College and Career Readiness <a href="#">(Top)</a>								
Ref.	Recommendation	AAAB	AIEP	CAC	DELAC	PAC	SAC	SAYS
1A	Increase amount of counselor FTE <ul style="list-style-type: none"> <li>• Provide mental health supports, academic advising, college/career guidance</li> <li>• Sufficient counseling should be available at all schools, including small schools</li> </ul>	x				x	X	
1B	Provide EL-specific counselors <b>and/or</b> Ensure that academic and career counselors are specifically supporting ELs: <ul style="list-style-type: none"> <li>• Collaborate with EL support staff to ensure appropriate placement of ELs</li> <li>• Partnership with families and removal of language barriers</li> </ul>				x			
1C	Support counselors to provide guidance for neurodiverse students to look at broader pool of colleges - especially smaller schools that have intensive supports that neurodiverse students need			x				
1D	Support students in awareness and mindset around college - tell them that they can graduate and go to college.		x					
1E	Expand overall awareness and support for post-secondary career and trades options: <ul style="list-style-type: none"> <li>• Include jobs and training programs in trades as part of all college and career readiness efforts</li> <li>• Reduce stigma associated with career/trades options</li> </ul>			x			x	

	<ul style="list-style-type: none"> <li>Increased/improved CTE options and supports for students who want to attend trade schools</li> </ul>							
1F	Develop/strengthen partnerships for CTE programs: <ul style="list-style-type: none"> <li>Stronger partnerships and articulation with community colleges</li> <li>Articulation with the private sector and corporate investment</li> </ul>	x		x				
1G	Offer robust CTE options at all school sites. Examples of specific needs: <ul style="list-style-type: none"> <li>Implement Medical Terminology at Health Professions High School or in a dual enrollment program; assess the impact on Seniors in the 2020-21 class who were denied the opportunity to take it</li> <li>Expand Rosemont's Engineering and Design Program</li> <li>Expand School of Engineering and Sciences (SES)'s career preparation</li> </ul>	x					x	
1H	Increase/Provide school-to-college and school-to-career experiences utilizing community stakeholders: <ul style="list-style-type: none"> <li>Career training, mentorships, internships to build skills in a professional setting (especially for students who have not had such opportunities)</li> <li>University shadowing</li> <li>Other Extracurricular opportunities</li> <li>Seek out and establish partnerships to implement mentorship/internship programs for American Indian and Alaska Native youth - articulate with community colleges where possible</li> </ul>	x	x			x	x	
1I	Specific strategies to market college to students: <ul style="list-style-type: none"> <li>Ex: Invite black faculty to come to campuses, engage student interests, and let students see themselves reflected</li> </ul>	x				x		
1J	Scholarships: <ul style="list-style-type: none"> <li>Make scholarship opportunities more accessible</li> <li>Incentivize stellar student award - provide a scholarship (deposit to a 'student bank account')</li> </ul>				x		x	
1K	Regular check-ins and progress monitoring and support students: <ul style="list-style-type: none"> <li>Academic check-ins for students at vital turning points in the educational careers (e.g. after 8th grade, during junior year)</li> <li>Increase monitoring of students following graduation - how are they doing after they leave SCUSD?</li> <li>Proactive/preventative - schedule and conduct regular course placement audits with follow-up notifications to students and families when they are off-track or misplaced</li> </ul>			x	x	x	x	
1L	Improve/address transition planning for older students (students with disabilities)			x				
1M	Increase college and career readiness resources/funding for English Learners and less affluent schools					x	x	
1N	Clearly communicate and provide support to students and families to understand K-College			x	x			



	<p>pathways:</p> <ul style="list-style-type: none"> <li>• Provide clear outline of programs and pathways in HS and beyond for students that are neurodiverse</li> <li>• Provide clear view of pathways in early elementary grades and ongoing</li> <li>• Provide 6th grade orientation to college/university</li> <li>• Roadmaps for HS through higher education</li> </ul>							
1O	Implement specific college and career readiness activities beginning in elementary			x		x		
1P	<p>Course scheduling and placement:</p> <ul style="list-style-type: none"> <li>• Central support for sites to ensure appropriate course offerings and placement according to student learning profiles: ELD 1, ELD 2 - don't combine courses</li> <li>• Develop master schedule/calendar that makes it possible for ELs to take electives and ELD in addition to core curriculum</li> <li>• Improve World Language course placement process to appropriately assess native, heritage, and bi/multilingual speakers. Explain how challenge/placement results translate to World Language course placement and unit credits. Implement tool and processes districtwide.</li> </ul>				x			
1Q	Consider AVID Excel course as a specific support for LTELs				x			
1R	<p>Recommended metrics/data monitoring:</p> <ul style="list-style-type: none"> <li>• Significantly improve number of students with disabilities who graduate with a diploma - by 2025, graduation rate of SWD will achieve rough parity with the graduation rate of all students</li> <li>• Significantly improve the number of SWDs who complete a-g requirements or a CTE program</li> <li>• Need to look closer at the status of our ELs when they are graduating - how many are reclassified upon graduation? And what fluency level were they on?</li> <li>• For drop-outs - what grades are students dropping out at? Look at this and see where the intervention is most needed. Are they dropping out early or aging out?</li> <li>• Incorporate multilingualism and other cultural wealth/assets into CCR metrics</li> </ul>			x	x			

Foundational Educational Experience with Equitable Opportunities for ALL students <a href="#">(Top)</a>								
Ref.	Recommendation	AAAB	AIEP	CAC	DELAC	PAC	SAC	SAYS
2A	Develop and implement an EL Master Plan				X	X		
2B	Increase access to sports, music, arts, and after-school programs <ul style="list-style-type: none"> <li>Eliminate 'Pay to Play'</li> </ul>	X				X		
2C	Increased access to GATE testing, training/certification for staff, and instruction/programs <ul style="list-style-type: none"> <li>Certify ALL general education teachers in GATE</li> </ul>					X		
2D	Specialty programs and GATE program demographics are representative of district overall					X		
2E	Consistency and fidelity in implementation of district programs/efforts: <ul style="list-style-type: none"> <li>Instruction, including online platforms, access to support, and clear expectations</li> <li>All classrooms use district's adopted instructional materials and district common assessments</li> <li>Core instruction in MTSS framework w/differentiation - Ensure that all General Education teachers are trained to differentiate learning for all learning styles and neurotypes</li> <li>Eliminate 'opt-in' culture</li> </ul>	X				X	X	
2F	Implement additional assessments to provide data necessary to support students: <ul style="list-style-type: none"> <li>Assessments in other core content and elective areas beyond Math and ELA</li> <li>Develop and implement assessments specific to ELs</li> <li>Expand i-Ready licenses to all K-12 English Learners to assess and address learning needs and facilitate reclassification</li> </ul>	X			X	X		
2G	Effective implementation of UDL: <ul style="list-style-type: none"> <li>Training/coaching to improve teachers' use of UDL in the classroom - the 'what,' 'how,' and 'why' of UDL including promotion of interest (motivation), relevance, and importance of the task.</li> <li>Include strategies for evidenced-based academic and social emotional interventions in all general education and SDC classes K-12</li> <li>Training to support use of UDL to achieve the most accelerated English Language proficiency and grade-level proficiency for reclassification</li> <li>Coaching for staff in collaboration with special education department and that incorporates UDL</li> </ul>	X		X	X	X		
2H	Reading, writing and arithmetic across the curriculum. Across the curriculum strategies (Math and ELA) for social science, PE, science, and other electives as valuable support mechanisms for Math and ELA	X						
2I	Professional Development to support effective standards-aligned instruction including::			X		X		

	<ul style="list-style-type: none"> <li>Alignment of instruction to scope and sequence</li> <li>Provide online course of videos developed by coaches that can be available for teachers in an online portal</li> </ul>							
2J	<p>Effective Implementation of Designated and Integrated ELD:</p> <ul style="list-style-type: none"> <li>Dedicated Designated ELD time in all delivery models and Integrated ELD in all delivery models</li> <li>Training in designated and integrated ELD across all content areas and grade levels</li> </ul>				x	x		
2K	Increased instructional coaching (math and literacy) to reduce site case-loads and with more equitable assignment to school sites					x		
2L	<p>Increase staffing to support English Learners:</p> <ul style="list-style-type: none"> <li>Increase number of bilingual staff overall</li> <li>Increase the number of bilingual staff in the Multilingual Literacy Department/ELD Support Staff</li> <li>Increase number of secondary ELD specialists</li> </ul>				x			
2M	Adopt and implement curriculum that includes and reflects the Black/African American experience	x						
2N	<p>Culturally relevant/appropriate curriculum:</p> <ul style="list-style-type: none"> <li>Select and provide culturally appropriate curriculum at all grades</li> <li>Clearly communicate to all teachers/administrators the availability and importance of tribal educator collaboration</li> <li>Curriculum across all classes that reflects our diverse cultures, people, and histories</li> <li>Include representative voices in the choice of materials and other curricular decision-making. Ex: purchase of literature for school library, materials adoptions.</li> </ul>	x	x					x
2O	<p>Professional Development to improve instruction for English Learners:</p> <ul style="list-style-type: none"> <li>Administrator training on supporting staff (what to look for in quality EL instruction and engagement)</li> <li>Train instructional assistants, including bilingual and special education instructional aides, to provide support</li> <li>Educate all staff on reclassification procedures</li> <li>Extra PD days for teachers on meeting the needs of ELs</li> <li>Train staff to provide language-accessible training and resources to support student learning at home</li> </ul>					x		
2P	<p>Provide clear guidance for the ongoing monitoring of reclassified students</p> <ul style="list-style-type: none"> <li>Specific guidance to schools from the district for ongoing progress monitoring</li> <li>Guidance/information for families and staff</li> <li>Specific attention to learner profiles including SpED, 504</li> </ul>					x		
2Q	<p>Provide necessary materials for core instruction</p> <ul style="list-style-type: none"> <li>Essential materials are available to all students - packets of supplies, course materials and</li> </ul>					x	x	

	<p>supplementary materials in languages of instruction, access to bilingual and primary language reference materials</p> <ul style="list-style-type: none"> <li>• Budget for teachers to purchase needed realia, visuals, and other materials that make grade-level content comprehensible and accessible for ELs</li> <li>• Ensure access to devices and connectivity</li> </ul>							
2R	<p>Align English Learner assessment expectations with existing rubrics to modify expectations for learner profiles</p> <ul style="list-style-type: none"> <li>• Ex: alignment of ELPAC newcomer rubric and existing science rubric to modify expectations of task for unit on states of matter - align with our focus on UDL and differentiation</li> </ul>				x			
2S	<p>Appropriate placement of students into core programming</p> <ul style="list-style-type: none"> <li>• Elementary - Middle - High school should be collaborating to ensure appropriate placement</li> <li>• Provide schools a clear understanding of who is coming into the school - A clear sense of who our English Learners are and how long they have been ELs - Early on, provide a placement test that can inform the appropriate selection of classes at the next level. Can this be provided when staff come to give the heritage language test?</li> </ul>				x			
2T	Increase flexibility for students to complete assignments						x	
2U	Invest in curriculum for Long-Term English Learners such as Avid/EXCEL				x			
2V	Include site instructional coordinators (SICs) in the C&I-related action - name them and the EL coordinators as key parts of the action				x			
2W	<p>Recruitment and Retention of Staff:</p> <ul style="list-style-type: none"> <li>• Build robust programs and supports to retain our teachers if we are having trouble recruiting them - Affinity groups and supports - we need to work harder to support/retain staff of color</li> <li>• Can we specify recruitment and retention of multilingual staff and staff that reflect our student demographics?</li> <li>• Increase Black/African American teachers from 109 to 150</li> <li>• Shift district's start date earlier in August to maximize competitive advantage in the hiring landscape and to benefit student academically</li> <li>• Provide incentives for teachers to go to target schools</li> <li>• Incentivize teachers to go to target schools</li> </ul>	x			x	x		
2X	<p>Metrics/Data Monitoring:</p> <ul style="list-style-type: none"> <li>• Each year decrease the percentage of non-proficient students by 5%</li> <li>• Increase the 3rd, 6th, and 8th grade SBAC met or exceeded for Black or African American students</li> <li>• Need to have a better understanding of how students are receiving CCSS-aligned instruction at</li> </ul>	x		x	x	x		

	<p>their grade level</p> <ul style="list-style-type: none"> <li>• Need more clarity on which sites are engaging teachers in professional learning and which are not - and whether this correlates to where students are the most vulnerable and have the greatest need</li> <li>• Need to know how many students with disabilities are in an inclusive setting - and for how long. We also need to have a definition of 'inclusive setting'</li> <li>• Measure the impact of coaches - how are they impacting school sites, particularly with regard to students with disabilities? Do we see student performance correlate with coaching?</li> <li>• Provide metrics/accountability that provides more data on the extent of training - who has been trained and who has not - increase our understanding of WHY staff are opting out of some trainings</li> <li>• Increase the % of students making progress on English Learner Progress Indicator</li> <li>• Increase the Reclassification Rate <ul style="list-style-type: none"> <li>○ Set target to meet the state level</li> </ul> </li> <li>• NEW Metric: Decrease the % of Long-term English Learners <ul style="list-style-type: none"> <li>○ Set an audacious goal - Within 5 years all ELs will be reclassified</li> </ul> </li> <li>• Incorporate a metric on teacher vacancy and tenure by school site</li> </ul>								
2Y	Replace/Improve core curriculum for ELA and Math						x		
2Z	Focus on early reading - reading proficiency by 3rd grade (All children will be fluent readers by 3rd grade) This supports overall college and career readiness and other student outcomes.						x		
2AA	Early Childhood Education needs more funding - not to be cut year after year. Inform people about why this is important.						X		
2BB	Ensure expanded learning tailored to student needs and demographic						x		
2CC	Life Skills Curriculum – Help student develop skills for their lives outside of school. Examples: How to do taxes, how to purchase a car/home, how credit and debt works, and how to successfully apply for jobs. Whether as a stand-alone class or integrated into another class, request that the district fund curriculum that is immediately applicable for students when they leave the classroom and navigate life								x

Integrated Supports - Targeted supports based upon identified student needs <a href="#">(Top)</a>								
Ref.	Recommendation	AAAB	AIEP	CAC	DELAC	PAC	SAC	SAYS
3A	Increase counselor staffing to provide more mental health support <b>and/or</b> provide other staffing to increase access to mental health counseling	x				x	x	
3B	More flexibility in access to counseling - the '10 minute rule' does not always meet students' needs					x	x	
3C	<p>Prioritize mental health and wellness</p> <ul style="list-style-type: none"> <li>• This is an important focus in our return to schools and classrooms</li> <li>• Focus on mental health in addition to physical health as parts of safety               <ul style="list-style-type: none"> <li>• Annual mental health checks and tiered support - ensure regional equity of services</li> <li>• Regular mental health and social-emotional check-ins for all students to assess needs</li> <li>• Mental Health resources for students with 504/IEP</li> <li>• Explore development of mental health classes to empower students - integrate this into curriculum for all students</li> </ul> </li> </ul>	x	x			x	x	
3D	Implement multiple measures to assess student progress in order to identify students in need of intervention and prioritize resources	x						
3E	<p>Individual student progress monitoring and support:</p> <ul style="list-style-type: none"> <li>• Individual student support plans for students with the highest needs               <ul style="list-style-type: none"> <li>○ All students should be encouraged/supported in an educational plan that outlines their goals through 12th grade - this needs to start early on (in Kindergarten!) to provide a plan for college/career readiness</li> <li>○ The plan also needs to include concrete goals for their post-secondary years. Students also need to understand what is required to achieve the goals in their post-secondary plan and the steps needed to get there.</li> <li>○ Consider an audacious goal that states all students will have an individual learning plan</li> </ul> </li> <li>• Liaisons/case managers for students with highest needs</li> <li>• Every EL and Reclassified student has an individualized Student Success Plan</li> <li>• Implement an advisory or case-management for LTEL secondary students</li> <li>• Offer more tailored approaches for all students vs. what is needed universally (the one-size-fits-all approach)</li> <li>• COST process that considers the needs of each individual EL, beginning with newcomers</li> </ul>				x	x	x	
3F	<p>Increase academic supports to accelerate progress and close persistent learning gaps:</p> <ul style="list-style-type: none"> <li>• Research-based intervention and acceleration strategies</li> </ul>	x			x	x	x	

	<ul style="list-style-type: none"> <li>• Bolster tutoring programs - ensure regional equity</li> <li>• Provide tutoring and extra periods of instruction for high needs students</li> <li>• Provide scholarships and link students to support options - tutoring and learning programs like Kumon, Code Ninja, and summer camps</li> <li>• Tutoring, small group instruction, and time set aside for addressing English Proficiency (e.g. weekly, Saturday, summer tutoring, intervention to help students pass SBAC) - include bilingual after-school services</li> <li>• Extra periods for small group designated ELD or LTEL Advisory to accelerate progress toward reclassification.</li> </ul>							
3G	<p>Provide curriculum specific to identified student needs:</p> <ul style="list-style-type: none"> <li>• Provide structured, multisensory reading intervention in all schools for struggling readers</li> <li>• Dyslexia Intervention curriculum implemented in all K-6 schools by RSP teachers for students with learning disabilities in reading</li> </ul>			x			x	
3H	<p>Tiered reengagement strategies for students who are not engaging</p> <ul style="list-style-type: none"> <li>• Home visits and home-school liaisons</li> <li>• 1:1 mentors with outreach</li> </ul>					x	x	
3I	<p>Increase the number/capacity of Student Support Centers and Connect Center</p> <ul style="list-style-type: none"> <li>• Student Support Centers at all school sites</li> <li>• Increase the % of schools across SCUSD that have an SSC</li> <li>• Expand connect center services to provide more support</li> <li>• We need a social worker and counselor at every school site, preferably bilingual or multicultural</li> </ul>	x				x	x	x
3J	Engage black college students and recent high school grads to act as summer tutors.	x						
3K	<p>Expand AIEP staffing/capacity to support youth and families</p> <ul style="list-style-type: none"> <li>• Provide additional funding to enable AIEP to serve more students than current program allows</li> <li>• Additional support to appropriately identify American Indian and Alaska Native youth/families to (a) accurately count all members of community and (b) provide support to complete documentation to demonstrate eligibility for supports</li> </ul>		x					
3L	<p>Additional services for Foster and Homeless Youth</p> <ul style="list-style-type: none"> <li>• Consider comprehensive evaluations for potential special education for all Foster/Homeless Youth</li> </ul>						x	
3M	<p>Professional Development for staff:</p> <ul style="list-style-type: none"> <li>• Social Emotional Learning (SEL)</li> <li>• Trauma-informed practices</li> <li>• Mental Health - include discussion of mental health that is inclusive of overall wellness and the effects of race, sexuality, etc. - an intersectional approach</li> <li>• Adverse Childhood Experiences (ACES)</li> </ul>	x					x	x

3N	Professional Development to improve supports for SWDs, including: <ul style="list-style-type: none"> <li>• Training for instructional aides</li> <li>• PD for RSP teachers in instructional methods for dyslexia/learning disabilities</li> </ul>			x		x		
3O	Create a districtwide study team tasked to review, monitor K-12 special education referral practices	x						
3P	Create and implement time management contracts to help students align HW expectations and balance multiple time commitments						x	
3Q	Strengthen relationships with community-based programs, including having community-based staff on site to act as support persons and informal counselors	x						
3R	Increase number of bilingual staff, teachers, aides				x			
3S	Support language maintenance: <ul style="list-style-type: none"> <li>• Invest in heritage language programs - immersion, transitional bilingual programs</li> <li>• Ensure teachers in dual language/bilingual programs have use of bilingual online materials and resources</li> <li>• PD specific to dual language delivery (e.g. workshops, coaching, TOSAs)</li> <li>• Regular collaboration and planning time for teachers in dual language/bilingual program within grade-level planning and cross-grade program collaboration</li> <li>• Extended learning enrichment sessions in home language</li> <li>• Guidance for families in home-based support of dual language model</li> <li>• Leverage learning time at home to encourage language-rich activities with families in the home language - supported by workshops and provision of home-language materials</li> </ul>					x		
3T	Provide priority enrollment for students using equity-based enrollment strategies					x		
3U	Identify the programs that are working at all Tiers. Look at drop-out rates, interventions, FY/FY and make the programs more accessible at the most appropriate level.					x		
3V	Train all General Education and Resource Specialist Program (RSP) teachers in Sonday/evidence-based instruction for dyslexia so all students with disabilities or showing struggles with phonological awareness are provided appropriate instruction in the GenEd classroom first, or in small pull-outs in Tiers 2 and 3.						x	
3W	Fund Critical Staff Positions, including School Nurses (request for full-time nurse at Luther Burbank)							x



Culture and Climate - Dismantling Systems <a href="#">(Top)</a>								
Ref.	Recommendation	AAAB	AIEP	CAC	DELAC	PAC	SAC	SAYS
4A	Professional Development: <ul style="list-style-type: none"> <li>• Training for teachers in culturally responsive teaching and anti-racist instruction.</li> <li>• PD should include anti-racist thinking and understanding of implicit and explicit bias.</li> <li>• Training in Implicit Bias, Anti-bias, Anti-racism, and gender issues               <ul style="list-style-type: none"> <li>• Explore partnerships for anti-bias and anti-racist training</li> <li>• How was EPOCH selected? What feedback was solicited and who was involved?</li> </ul> </li> <li>• Trauma-informed practices</li> <li>• Anti-bullying</li> </ul>	x			x	x		x
4B	Address disproportionate Suspension Rates and Practices: <ul style="list-style-type: none"> <li>• Eliminate willful defiance suspensions (Senate Bill 419)</li> <li>• Divest from future funding for school resource officers and reinvest in alternative supports</li> <li>• Provide PD addressing inequitable disciplinary practices and mandate 100% attendance</li> <li>• Eliminate Pre K-3rd grade suspensions</li> <li>• Require sites with over 5% variance on suspension rate disproportionality to develop and implement a plan to reduce suspensions to at least the district average</li> </ul>	x				x		
4C	Implement Restorative Practices - alternative behavioral intervention programs <ul style="list-style-type: none"> <li>• Focus on the fostering of relationships between all stakeholders - store up to restore. Don't focus just on the response to an incident.</li> <li>• Co-create classroom and school culture by discussing and committing to shared values</li> <li>• Build staff capacity and provide support to investigate and transform district, school, and classroom policies</li> <li>• Student orientation to learn behavior expectations (handbook), Provide translated communication for students who may not understand</li> <li>• Increase capacity to attend to issues of bullying in a restorative way - document cases of bullying and track and monitor behaviors to identify and address patterns</li> </ul>				x	x	x	
4D	Ethnic Studies Curriculum: <ul style="list-style-type: none"> <li>• A yearlong course of study in Ethnic Studies for all students is critical - more than just a graduation requirement. This needs funding to implement as a focus area.</li> <li>• Use Ethnic Studies curriculum developed by SCUSD teachers (already university approved)</li> </ul>	x				x		
4E	Transparency about what is really happening in the world, state, and Sacramento regarding racial inequities and trauma.	x						
4F	More fully integrate SEL				x	x		

	<ul style="list-style-type: none"> <li>Implement advisory periods in which focus is SEL (3 signature practices/other curriculum)</li> <li>Can we be a 'Leader in Me' district?</li> <li>More time in the bell schedule to attend to the specific needs of students.</li> <li>Provide curriculum for all teachers at start of year emphasizing relationship building and connections</li> <li>Check in check out services across all sites.</li> </ul>							
4G	Specify what we are dismantling - how will we know it has been dismantled?			x	x			
4H	How is this goal specific to English learners? What do we need to bring to bear to do this?				x			
4J	Inclusive facilities (Gender neutral signage, spaces)				x			
4K	Understanding Experiences and Needs (Empathy interview practices to increase feedback)				x			
4L	Climate surveys should be anonymous with the option to provide identifiable information as a follow-up (Anonymity will increase honesty and participation)				x			
4M	<p>Metrics:</p> <ul style="list-style-type: none"> <li>A metric should include significant disproportionality among student groups including groups at the intersections</li> <li>What other climate measures are there? How can the metrics measure some of the desired social justice outcomes that stakeholders would like to see?</li> </ul>	x				x		
4N	<p>Fund Critical Staff Positions</p> <ul style="list-style-type: none"> <li>Staffing of culturally responsive counselors</li> <li>Culturally competent and appropriate mental health services staff</li> </ul>	x						x
4O	Provide more opportunities for students of two or more races to see themselves represented.	x						
4P	Engage the voice of the Black Student Union - allow us to hear voices and see faces that go beyond the narrative that exists about Black/African American students and families.	x						
4Q	<p>Create welcoming and safe front office and other campus environments for all families</p> <ul style="list-style-type: none"> <li>Customer service that makes black parents and families feel welcome</li> <li>Interactions that reflect a valuing of parent/family experience, knowledge, and interest in partnership on behalf of students</li> </ul>	x				x		
4R	<p>Representation impacts culture and climate (and MTSS and other areas). WHO is offering the additional supports (counselors, social workers, other) is critical.</p> <ul style="list-style-type: none"> <li>What percentage of staff who are offering additional supports are black?</li> </ul>	x						

Engagement and Empowerment <a href="#">(Top)</a>								
Ref.	Recommendation	AAAB	AIEP	CAC	DELAC	PAC	SAC	SAYS
5A	Establish a Black/African American Student Achievement Task Force	x						
5B	<p>Resources and capacity building opportunities for parents/guardians to support learning at home</p> <ul style="list-style-type: none"> <li>• In-services for parents/caregivers to enable them to support students at home</li> <li>• Focused education for parents/guardians of children ages 0-5. Explain why early education and reading proficiency are so important. <ul style="list-style-type: none"> <li>• Provide parents/guardians information about their students' ongoing assessment and specific strategies being used to address learning needs</li> <li>• Regular communication with students/families to check-in on materials, internet, supplies.</li> <li>• Technical support, videos, and workshops for families on use of technology</li> <li>• Provide resources to support student learning at home</li> <li>• Weekly and regular opportunities to support and co-create instruction at home</li> <li>• Create an information sheet on reclassification for parents</li> <li>• Training in homework support, suspensions, absenteeism, reclassification process and pathway options for college and career</li> </ul> </li> </ul>	x	x		x			
5C	<p>Increased/improved translation and interpretation for families and students:</p> <ul style="list-style-type: none"> <li>• Engagement of monolingual speakers</li> <li>• Effective staff support and translation services for all stakeholder groups (e.g. DELAC, AAAB, CAC)</li> <li>• Increased funding to access external translation/interpretation services. Make a language line available - a live person available when you pick up the phone. This needs to be paid for by the district and not rely upon site monies.</li> <li>• Improve the website - use funds to make it more accessible. There should be a pop-up as soon as you land on the site that allows for automatic translation.</li> <li>• Increased expenditures in this area will lead to increased parent engagement</li> <li>• Mechanisms (and training to support staff) to reach parents who do not have access through current communication channels</li> <li>• Expand support beyond top 5 languages (ex: Marshallese)</li> <li>• Increasing the number of bilingual staff (including front office) and translation/interpretation availability - this is connected to recruitment and professional development</li> <li>• Site communication to ensure awareness among staff and families of translation and interpretation services</li> <li>• Standard templates for home-school communication require interpretation and translation</li> <li>• Districtwide standard for all school community communications - do not assume access to links, availability in top languages</li> <li>• Classroom, site, and district communication language-accessible in top 5 languages</li> </ul>	x			x	x	x	

5D	<p>Inclusion of parents in site and district decision-making</p> <ul style="list-style-type: none"> <li>• Include parents in creative thinking <ul style="list-style-type: none"> <li>• Genuine relationship building</li> <li>• Reach out to more diverse groups of parents to be part of PTSA</li> </ul> </li> </ul>			x		x	x	
5E	<p>Opportunities to engage students in providing input:</p> <ul style="list-style-type: none"> <li>• Provide students specific options for regularly and safety providing feedback to staff - to identify areas for improvement AND highlight best practices</li> <li>• Schedule student listening sessions during school operation hours</li> <li>• Better publicity of opportunities for student voice</li> <li>• Listening sessions as additional source of gauging student emotional well-being. Environments not dominated by adults - include student-led sessions.</li> <li>• Develop processes that will continue to engage marginalized youth in decision-making</li> </ul>	X					x	x
5F	<p>Home-school/district communication:</p> <ul style="list-style-type: none"> <li>• Teacher availability to students and caregivers during school day and outside of instructional time</li> <li>• Regular communication between school and home</li> </ul>				x			
5G	<p>Supports for parents of students who are in target student groups:</p> <ul style="list-style-type: none"> <li>• Designated staff who serve as points of contact for specific student needs at school sites (e.g. SWD, EL)</li> <li>• Support teachers to help parents navigate the special education process</li> <li>• Proactive outreach to caregivers of EL and reclassified students for IEP and 504 processes - translate IEPs and related documents</li> </ul>			x		x		
5H	<p>Effective survey practices and communication practices built on data</p>					x		
5I	<p>Parent Teacher Home Visit (PTHV) access for schools that are not identified as Title I</p> <ul style="list-style-type: none"> <li>• An audacious goal that every Kindergartener gets a home visit</li> </ul>	x				x		
5J	<p>Gradual release of responsibility over time to students - students become primary agent in charge of their education - students should receive all communication sent to parents</p>						x	
5K	<p>Support for DELAC</p> <ul style="list-style-type: none"> <li>• Increase support for DELAC processes - translators, translation, interpreters, contact information, technology support</li> <li>• Scheduled EL student listening sessions</li> <li>• Increase outreach to improve attendance at ELAC and DELAC meetings - consider student performance at DELAC meetings</li> <li>• Collaborative observations (staff and parents) of instruction for English Learners</li> </ul>				x	x		
5L	<p>Additional supports for engagement of specific student groups</p> <ul style="list-style-type: none"> <li>• Create district-level positions to support specific students groups: Black Student director, Brown</li> </ul>				x			

	<p>Student director</p> <ul style="list-style-type: none"> <li>Add stipend/salary schedule % (similar to athletic director) for site-based leadership of these efforts</li> </ul>							
5M	<p>Events/Practices that build community at sites</p> <ul style="list-style-type: none"> <li>Parent education should be the things that parents are asking for. Other events (movie nights, dance classes) build community and make campus feel like more than just a place for school.</li> <li>Consider expanding access to English classes for parents that want to learn English</li> <li>Make campuses more of a community space - coordinate additional services such as clothing closets and food pantries.</li> </ul>				x			
5N	<p>Data/Metrics:</p> <ul style="list-style-type: none"> <li>Shift DELAC metric focus to site level <ul style="list-style-type: none"> <li>How many sites hold regular ELAC meetings? How many sites held their elections?</li> <li>Metric could look at the school website - how many have evidence of meetings, elections?</li> </ul> </li> <li>A metric that quantifies volunteers per site</li> <li>A metric that measures whether there are bilingual staff in all capacities</li> <li>Require tracking by site administrators to describe their process for ensuring appropriate school site council, ELAC membership</li> <li>Need a metric to measure whether there are sufficient translation and interpretation services for all student, family services and stakeholder opportunities</li> </ul>				x	x		
5O	Identify specific percentages/targets for engagement with families	x						
5P	Acknowledge and address the very real concern that exists for students and families in stepping forward and speaking their truths.	x						
5Q	Include Black parent liaisons/cultural brokers to be trained and participate in Parent Teacher Home Visits along with staff	x						

Implementation of MTSS/DBDM <a href="#">(Top)</a>								
Ref.	Recommendation	AAAB	AIEP	CAC	DELAC	PAC	SAC	SAYS
6A	Implementation of an effective MTSS					x		
6B	Need a measure of fidelity beyond self-assessment - What accountability is there to make sure every teacher is trained and implements this model?				x			
6C	How can assessments used for metrics be supportive and not just evaluative? How can they be used as an opportunity to provide coaching and support?				X			

Update the District Graduate Profile (In development) <a href="#">(Top)</a>								
Ref.	Recommendation	AAAB	AIEP	CAC	DELAC	PAC	SAC	SAYS
7A	Align the efforts to learner profiles <ul style="list-style-type: none"> <li>Develop specific profile/tools for students with disabilities - e.g. for scholars with dyslexia, autism, and childhood apraxia of speech</li> <li>Align to the expected trajectory for achieving English Fluency - account for EL status, how long students are classified, and when they are reclassified</li> </ul>			X	X			
7B	Include connection to transition plans for students. Students leaving SCUSD with an IEP or 504 should have already connected with the department of rehabilitation and been linked to a vocational counselor				X			

Basic Services and Districtwide Operations/ Supports <a href="#">(Top)</a>								
Ref.	Recommendation	AAAB	AIEP	CAC	DELAC	PAC	SAC	SAYS
8A	Fund Facilities Improvements <ul style="list-style-type: none"> <li>Renovation of dilapidated restrooms</li> <li>Ensure that restrooms are stocked with basic necessities, including feminine hygiene products</li> </ul>							X
8B	Healthy School Lunches <ul style="list-style-type: none"> <li>Funding for healthier lunches accessible to all students</li> </ul>							X

Other <a href="#">(Top)</a>								
Ref.	Recommendation	AAAB	AIEP	CAC	DELAC	PAC	SAC	SAYS
9A	Use of targeted funding to support students with the highest needs <ul style="list-style-type: none"> <li>Increase the investments and targeted programs for the most underperforming groups (i.e. FY, SWD, AA, AAPI) – college and career readiness</li> <li>What actions will ensure that the student groups with disproportionately low performance will make the most dramatic gains in graduation, let alone be college and career ready?</li> </ul>	x	x	x	x	x	x	
9B	Distinguish how we are using specific staff above and beyond their base function and any plans for additional functions in the future- ex: psychologists			x				
9C	Aligned metrics and target outcomes to evaluate effectiveness of each action					x		
9D	Representation of Expenditures: <ul style="list-style-type: none"> <li>Increase total amount of budget represented in LCAP, including for Special Education</li> <li>Provide full picture of funding for identified LCAP actions</li> </ul>					x		
9E	Increase level of detail in action descriptions					x		
9F	Increased alignment of LCAP to site planning					x		
9G	Accountability and reporting of professional development outcomes: <ul style="list-style-type: none"> <li>Mandatory training with clear identification of which staff are required to complete each component</li> <li>Effectiveness of training measured by continuous improvement science</li> <li>Focus on outcomes at the school site - move towards supporting staff in visible, documented, and meaningful ways to meet goals</li> <li>Survey teachers for level of participation and engagement in professional learning - Dig deeper into the 'why' of opting-out of professional learning</li> </ul>			x		x		
9H	Unification of training components to align efforts (Ex: within MTSS efforts)					x		
9I	Increase visibility/representation of American Indian and Alaska Native population in goal statements/overall LCAP - where data referenced, use inclusive notation and terminology (not 'N/A')		x					
9J	Including Black/African American students and students of color in definition of students with unique needs/vulnerable students	x						
9K	In addressing lasting effects of Distance Learning - reject normalcy and embrace creative solutions						x	

9L	Break down silos - students with disabilities are general education students first - special education is a service that students receive, not a 'place that students go'			x				
9M	Further disaggregation of data specific to students with disabilities - by disability type, types of services, placement			x				
9N	Title III addendum and FPM <ul style="list-style-type: none"> <li>Budget from multilingual needs to match the Title III plan</li> <li>Needs assessment is supposed to guide the writing of the Title III plan</li> </ul>				x			
9O	School Site Support <ul style="list-style-type: none"> <li>Support for sites in aligning new LCAP goals to SPSA - consider a town hall or use of rubric/tool to help sites understand connections between SPSA and LCAP</li> </ul>				x			
9P	Identify short and long-term goals of programs, services, and personnel resources needed for ELs to receive their legal guarantees of educational opportunity in SCUSD				x			
9Q	Overall: what additional resources will ELs and other students groups receive to achieve the goals?				x			
9R	Target outcomes for students groups with performance gaps need to be set higher and aligned to equitable use of resources to focus supports for these groups - set higher annual percentage growth for these groups and allocate more resources to them.					x		
9S	Need accountability for special education assessments that are not completed			x		x		
9T	Clearly indicate which departments are linked to each goal/action	x						
9U	Develop a tool that provides a running view over time of investments, recommendations, goals, and outcomes for students	x						
9V	Consider using an equity needs index in decision-making similar to what is being used in LAUSD.	x						
9W	Include an explicit breakout of student program participation (Ex: percentage of African American students who are Students with Disabilities, Low Income, etc.) to show intersectionality	x						
9X	Need to see student groups more specifically called out in actions, beyond the data and goals. <ul style="list-style-type: none"> <li>Identify the specific actions that are targeted toward African American students</li> </ul>	x						





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.3

**Meeting Date:** May 20, 2021

**Subject:** Approve AB 1200 Disclosure and Approval of One-Time Stipend for Health and Safety Trainings for Non-Represented/Confidential Employees for Onsite Training for Safely Reopening Schools to In-Person Instruction Services

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Legal Services; Business Services

**Recommendation:** Approve one-time stipend for health and safety trainings for non-represented/confidential employees for onsite training related to health, safety, and site procedures in preparation for staff and students returning to onsite instruction.

**Background/Rationale:** Unrepresented/confidential staff who complete the health and safety training and preparation will be provided a one-time stipend of seven hundred fifty dollars (\$750).

**Financial Considerations:** The direct expenses related to this one-time stipend are estimated to be \$109,029 and will be funded with AB 86 In-Person Instruction funds as allowed. Net budget impact of \$0. See AB 1200 Disclosure document.

**LCAP Goal(s):**

**Documents Attached:**

1. AB 1200 Disclosure

**Estimated Time of Presentation:** 5 Minutes

**Submitted by:** Rose Ramos, Chief Business Officer; Raoul Bozio,  
In House Counsel

**Approved by:** Jorge A. Aguilar, Superintendent

**SACRAMENTO COUNTY OFFICE OF EDUCATION  
PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: **Sacramento City Unified School District**

Name of Bargaining Unit: **Unrepresented/Confidential**

Certificated, Classified, Other: **Certificated & Classified**

The proposed agreement covers the period beginning: **April 19, 2021** and ending: **June 30, 2021**

(date)

(date)

The Governing Board will act upon the agreement on: **May 20, 2021**

(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

**A. Proposed Change in Compensation**

Compensation		Annual Cost Prior to Proposed Agreement FY 20-21	Fiscal Impact of Proposed Agreement		
			Year 1 Increase (Decrease) FY 20-21	Year 2 Increase (Decrease) FY 21-22	Year 3 Increase (Decrease) FY 22-23
1	Salary Schedule (This is to include Step and Columns, which is also reported separately in Item 6)	\$13,060,535.00			
			0.00%	0.00%	0.00%
2	Other Compensation <b>Stipends</b>		\$95,250.00		
			#DIV/0!	0.00%	0.00%
	Description of other compensation				
3	Statutory Benefits - STRS, PERS, FICA WE, UI, Medicare, etc.	\$4,114,705.00	\$13,779.00		
			0.33%	0.00%	0.00%
4	Health/Welfare Plans	\$1,286,369.00			
5	Total Compensation - Add Items 1 through 4 to equal 5	\$18,461,609.00	\$109,029.00	\$0.00	\$0.00
			0.59%	0.00%	0.00%
6	Step and Column - Due to movement plus any changes due to settlement. This is a subset of Item No. 1	\$0.00			
7	Total Number of Represented Employees (Use FTEs if appropriate)	143.30	127.80		
8	Total Compensation <u>Average</u> Cost per Employee	\$128,831.88	\$760.84	0.00	0.00
			0.59%	0.00%	0.00%

**9 . What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?**

There is not a salary increase related to the Safely Reopening Schools. Unrepresented/Confidential members will receive a \$750 stipend for conducting onsite training and support implementation of protocols related to health, safety and site procedures in preparation for students returning to in person instruction.

**10 . Were any additional steps, columns, or range added to the schedule? (If yes, please explain.)**

N/A

**11 . Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)**

The District is projecting approximately 127 stipends.

**12 . Does this bargaining unit have a negotiated cap for Health & Welfare**    Yes     | No

**If yes, please describe the cap amount.**

The District pays 100% of Kaiser employee rate and 67% of Kaiser family rate.

**B. Proposed Negotiated Changes in Noncompensation Items (I.e., class size adjustments, staff development days, teacher prep time, classified staffing rations, etc.)**

Unrepresented/Confidential members will be conducting onsite training and preparation to support the implementation of protocols related to health, safety and site procedures in prior to students returning to in person instruction.

**C. What are the specific impacts (positive or negative) on instructional and support programs accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)**

This training will help the District return students and staff to in person learning while maintaining the necessary safety protocols related to the COVID-19 pandemic as prescribed by the Centers for Disease Control and Prevention, California Department of Public Health, California Department of Education, Cal/OSHA and the Sacramento County Department of Public Health. There will be impacts related to providing PPE, working with community based organizations on vaccinations, providing COVID-19 testing and health screenings. As well as improving ventilation and filtration throughout District sites. The District has been utilizing federal CARES Act funds and state COVID-19 relief funds to cover these added expenditures. The District will also be utilizing new state funds related to AB86 for reopening schools where the District is projected to receive roughly \$13.4M for in-person instruction less 1% for each instructional day that in-person instruction is not occurring.

**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

NA

**E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenue and other financing sources in a given year. If yes, explain the amounts and justification for doing so.**

No

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

N/A

**G. Source of Funding for Proposed Agreement**

**1. Current Year**

The District will be utilizing restricted federal CARES Act & state COVID relief funds to cover the projected costs related to this stipend. The District will also be utilizing new state funds related to AB86 for reopening schools where the District is projected to receive roughly \$13.4M for in-person instruction less 1% for each instructional day that in-person instruction is not occurring.

**2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?**

This is a one-time stipend and not an on-going cost.

**3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)**

N/A

|

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Unrestricted General Fund**  
Enter Bargaining Unit: **Unrepresented/Confidential**

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 3/18/2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$410,429,540			\$410,429,540
Remaining Revenues (8100-8799)	\$13,978,882			\$13,978,882
<b>TOTAL REVENUES</b>	\$424,408,422	\$0	\$0	\$424,408,422
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$156,732,212	\$24,000		\$156,756,212
Classified Salaries (2000-2999)	\$36,141,813	\$71,250		\$36,213,063
Employee Benefits (3000-3999)	\$109,258,077	\$13,779		\$109,271,856
Books and Supplies (4000-4999)	\$11,056,509			\$11,056,509
Services, Other Operating Expenses (5000-5999)	\$23,591,234			\$23,591,234
Capital Outlay (6000-6999)	\$70,783			\$70,783
Other Outgo (7100-7299) (7400-7499)	\$1,110,300			\$1,110,300
Direct Support/Indirect Cost (7300-7399)	-\$6,700,447			-\$6,700,447
Other Adjustments	\$0			\$0
<b>TOTAL EXPENDITURES</b>	\$331,260,482	\$109,029	\$0	\$331,369,511
<b>OPERATING SURPLUS (DEFICIT)</b>	\$93,147,940	-\$109,029	\$0	\$93,038,911
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$2,653,429			\$2,653,429
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	-\$1,538,926			-\$1,538,926
<b>CONTRIBUTIONS (8980-8999)</b>	-\$89,509,863			-\$89,509,863
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND</b>	\$4,752,580	-\$109,029	\$0	\$4,643,551
<b>BEGINNING BALANCE</b>	\$84,699,103			\$84,699,103
Prior-Year Adjustments/Restatements (9793/9795)				\$0
<b>CURRENT-YEAR ENDING BALANCE</b>	\$89,451,682	-\$109,029	\$0	\$89,342,653
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$329,003			\$329,003
Reserved for Economic Uncertainties (9770)	\$11,951,919			\$11,951,919
Designated Amounts (9775-9780)				\$0
Unappropriated Amounts (9790)	\$77,170,761	-\$109,029	\$0	\$77,061,732

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Enter Bargaining Unit: **Restricted General Fund  
Unrepresented/Confidential**

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 3/18/2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$1,777,094			\$1,777,094
Remaining Revenues (8100-8799)	\$179,278,982	\$6,686,352		\$185,965,334
<b>TOTAL REVENUES</b>	\$181,056,076	\$6,686,352	\$0	\$187,742,428
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$55,151,780	\$95,250		\$55,247,030
Classified Salaries (2000-2999)	\$22,561,286			\$22,561,286
Employee Benefits (3000-3999)	\$67,723,442	\$13,779		\$67,737,221
Books and Supplies (4000-4999)	\$56,691,006	\$0		\$56,691,006
Services, Other Operating Expenses (5000-5999)	\$56,342,700			\$56,342,700
Capital Outlay (6000-6999)	\$3,226,885			\$3,226,885
Other Outgo (7100-7299) (7400-7499)	\$0			\$0
Direct Support/Indirect Cost (7300-7399)	\$5,752,871			\$5,752,871
Other Adjustments				\$0
<b>TOTAL EXPENDITURES</b>	\$267,449,969	\$109,029	\$0	\$267,558,998
<b>OPERATING SURPLUS (DEFICIT)</b>	-\$86,393,894	\$6,577,323	\$0	-\$79,816,571
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>				\$0
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>				\$0
<b>CONTRIBUTIONS (8980-8999)</b>	\$89,509,863			\$89,509,863
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND</b>	\$3,115,970	\$6,577,323	\$0	\$9,693,293
<b>BEGINNING BALANCE</b>	\$8,349,508			\$8,349,508
Prior-Year Adjustments/Restatements (9793/9795)				\$0
<b>CURRENT-YEAR ENDING BALANCE</b>	\$11,465,478	\$6,577,323	\$0	\$18,042,801
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)				\$0
Reserved for Economic Uncertainties (9770)				\$0
Designated Amounts (9775-9780)				\$0
Unappropriated Amounts (9790)	\$11,465,478	\$6,577,323	\$0	\$18,042,801

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Enter Bargaining Unit: **Combined General Fund  
Unrepresented/Confidential**

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 3/18/2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$412,206,634	\$0	\$0	\$412,206,634
Remaining Revenues (8100-8799)	\$193,257,864	\$6,686,352	\$0	\$199,944,216
<b>TOTAL REVENUES</b>	<b>\$605,464,498</b>	<b>\$6,686,352</b>	<b>\$0</b>	<b>\$612,150,850</b>
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$211,883,992	\$119,250	\$0	\$212,003,242
Classified Salaries (2000-2999)	\$58,703,099	\$71,250	\$0	\$58,774,349
Employee Benefits (3000-3999)	\$176,981,519	\$27,558	\$0	\$177,009,077
Books and Supplies (4000-4999)	\$67,747,515	\$0	\$0	\$67,747,515
Services, Other Operating Expenses (5000-5999)	\$79,933,935	\$0	\$0	\$79,933,935
Capital Outlay (6000-6999)	\$3,297,668	\$0	\$0	\$3,297,668
Other Outgo (7100-7299) (7400-7499)	\$1,110,300	\$0	\$0	\$1,110,300
Direct Support/Indirect Cost (7300-7399)	-\$947,576	\$0	\$0	-\$947,576
Other Adjustments	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$598,710,451</b>	<b>\$218,058</b>	<b>\$0</b>	<b>\$598,928,509</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>\$6,754,047</b>	<b>\$6,468,294</b>	<b>\$0</b>	<b>\$13,222,341</b>
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	<b>\$2,653,429</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,653,429</b>
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	<b>-\$1,538,926</b>	<b>\$0</b>	<b>\$0</b>	<b>-\$1,538,926</b>
<b>CONTRIBUTIONS (8980-8999)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$7,868,549</b>	<b>\$6,468,294</b>	<b>\$0</b>	<b>\$14,336,843</b>
<b>BEGINNING BALANCE</b>	<b>\$93,048,611</b>			<b>\$93,048,611</b>
Prior-Year Adjustments/Restatements (9793/9795)	\$0			\$0
<b>CURRENT-YEAR ENDING BALANCE</b>	<b>\$100,917,160</b>	<b>\$6,468,294</b>	<b>\$0</b>	<b>\$107,385,454</b>
<b>COMPONENTS OF ENDING BALANCE:</b>	<b>\$0</b>			
Reserved Amounts (9711-9740)	\$329,003	\$0	\$0	\$329,003
Reserved for Economic Uncertainties (9770)	\$11,951,919	\$0	\$0	\$11,951,919
Designated Amounts (9775-9780)	\$0	\$0	\$0	\$0
Unappropriated Amounts - Unrestricted (9790)	\$77,170,761	-\$109,029	\$0	\$77,061,732
Unappropriated Amounts - Restricted (9790)	\$11,465,478	\$6,577,323	\$0	\$18,042,801
Reserve for Economic Uncertainties Percentage	2.0%			2.0%



**I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

Enter Bargaining Unit:	Combined General Fund		
	Unrepresented/Confidential		
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$412,206,634	\$427,330,645	\$427,165,890
Remaining Revenues (8100-8799)	\$199,944,216	\$129,882,398	\$115,604,311
<b>TOTAL REVENUES</b>	<b>\$612,150,850</b>	<b>\$557,213,043</b>	<b>\$542,770,201</b>
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$212,003,242	\$215,772,551	\$218,880,000
Classified Salaries (2000-2999)	\$58,774,349	\$58,770,246	\$60,070,720
Employee Benefits (3000-3999)	\$177,009,077	\$184,338,975	\$199,791,790
Books and Supplies (4000-4999)	\$67,747,515	\$33,826,033	\$15,810,237
Services, Other Operating Expenses (5000-5999)	\$79,933,935	\$87,201,795	\$75,935,632
Capital Outlay (6000-6999)	\$3,297,668	\$2,594,860	\$2,594,860
Other Outgo (7100-7299) (7400-7499)	\$1,110,300	\$1,110,300	\$1,110,300
Direct Support/Indirect Cost (7300-7399)	-\$947,576	-\$1,072,670	-\$1,072,670
Other Adjustments	\$0	-\$1,018,312	-\$2,310,512
<b>TOTAL EXPENDITURES</b>	<b>\$598,928,509</b>	<b>\$581,523,778</b>	<b>\$570,810,357</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>\$13,222,341</b>	<b>-\$24,310,735</b>	<b>-\$28,040,156</b>
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	<b>\$2,653,429</b>	<b>\$2,653,429</b>	<b>\$2,653,429</b>
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	<b>-\$1,538,926</b>	<b>-\$974,926</b>	<b>-\$974,926</b>
<b>CONTRIBUTIONS (8980-8999)</b>			
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$14,336,843</b>	<b>-\$22,632,232</b>	<b>-\$26,361,653</b>
<b>BEGINNING BALANCE</b>	<b>\$93,048,611</b>	<b>\$107,385,454</b>	<b>\$84,753,222</b>
<b>CURRENT-YEAR ENDING BALANCE</b>	<b>\$107,385,454</b>	<b>\$84,753,222</b>	<b>\$58,391,568</b>
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts (9711-9740)	\$329,003	\$329,003	\$329,003
Reserved for Economic Uncertainties - Unrestricted (9770)	\$11,951,919	\$11,596,905	\$11,382,367
Reserved for Economic Uncertainties - Restricted (9770)	\$0		
Board Designated Amounts (9775-9780)	\$0	\$0	\$0
Unappropriated Amounts - Unrestricted (9790)	\$77,061,732	\$72,827,314	\$46,680,199
Unappropriated Amounts - Restricted (9790)	\$18,042,801	\$0	\$0

**J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

**1. State Reserve Standard**

a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$597,389,583	\$580,548,852	\$569,835,431
b.	State Standard Minimum Reserve Percentage for this District <u>          </u> enter percentage:			
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, OR \$50,000	\$0	\$0	\$0

**2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)**

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$0	\$0	\$0
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$77,061,732	\$72,827,314	\$46,680,199
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$0	\$0	\$0
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriate Amount (9790)			
g.	Total Available Reserves	\$77,061,732	\$72,827,314	\$46,680,199
h.	Reserve for Economic Uncertainties Percentage	12.9%	12.5%	8.2%

**3. Do unrestricted reserves meet the state minimum reserve amount?**

FY 20-21	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
FY 21-22	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
FY 22-23	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

**4. If no, how do you plan to restore your reserves?**

N/A

**5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below: N/A**

**6. Please include any additional comments and explanation of Page 4 if necessary:**

**L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICTS ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Sacramento City Unified School District, hereby certify that the District can meet the one-time stipend costs for Unrepresented/Confidential Employees.

The budget revisions necessary to meet the costs of the agreement is each year of its term are as follows:

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	_____
<u>Expenditures/Other Financing Uses</u>	_____
<u>Ending Balance Increase (Decrease)</u>	_____

N/A \_\_\_\_\_ (No budget revisions necessary)

\_\_\_\_\_  
District Superintendent  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Officer  
(Signature)

\_\_\_\_\_  
Date

**M. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement..

The information provided in this document summarizes the financial implications of the proposed one-time stipend and is submitted to the Governing Board for public disclosure of the costs of the one-time stipend (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
District Superintendent  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on May 20, 2021, took action to approve the proposed one-time stipend for Unrepresented/Confidential Employees.

\_\_\_\_\_  
President (or Clerk), Governing Board  
(Signature)

\_\_\_\_\_  
Date



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.4

**Meeting Date:** May 20, 2021

**Subject:** Approve Revised 2020-2021 Superintendent's Cabinet Salary Schedule

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Human Resource Services

**Recommendation:** Approve Revised 2020-2021 Superintendent's Cabinet Salary Schedule.

**Background/Rationale:** Superintendent recommends the approval of the revised 2020-2021 Superintendent's Cabinet Salary Schedule. As the Chief Business Officer position has assumed the duties and responsibilities of the Chief Operations Officer position, including oversight and responsibility for the Nutrition, Transportation, Facilities, and Maintenance and Operation divisions, the salary adjustment reflects appropriate compensation for the added responsibilities.

In addition, the District undertook a comparability analysis to compare the Chief Business Officer salary to that of business official salaries in other similarly situated school districts. As a result of that analysis, and the additional Nutrition, Transportation, Facilities, and Maintenance and Operations divisions related duties being performed by the position in our District, it was determined that the existing salary for the Chief Business Officer was not competitive to the salary paid for similar work in other school districts.

Based on the change in job duties, the position description for the Chief Business Officer has been revised to reflect these additional duties and the title of the position will be changed to the Chief Business and Operations Officer. With the adoption of the revised 2020-2021 Superintendent's Cabinet Salary Schedule the salary of the Chief Business and Operations Officer will be adjusted consistent with the revised schedule.

**Financial Considerations:** The adjustments to the Chief Business Officer classification compensation within the Superintendent's Cabinet Salary Schedule will be partially offset by the closure of the Chief Operations Officer position, which has been vacant since November 2019.

**LCAP Goal(s):** Goals include Operational Excellence

**Documents Attached:**

1. Executive Summary
2. Revised 2020-2021 Superintendent's Cabinet Salary Schedule

**Estimated Time of Presentation:** 5 minutes

**Submitted by:** Jorge Aguilar, Superintendent

Cancy McArn, Chief Human Resources Officer, Human Resource Services

**Approved by:** Jorge A. Aguilar, Superintendent

### Human Resource Services

Approve Revised 2020-2021 Superintendent's Cabinet Salary Schedule  
May 20, 2021



#### I. Overview/History

The Chief Operations Officer position for the District was eliminated beginning in November 2019 and those duties were transferred to the Chief Business Officer beginning at that time. Since that time, the Chief Business Officer has been overseeing the Nutrition, Transportation, Facilities, and Maintenance and Operations divisions of the District. Based on the change in job duties, the position description for the Chief Business Officer has been revised to reflect these additional duties and the title of the position will be changed to the Chief Business and Operations Officer.

In addition, in Spring 2021, the District undertook a comparability analysis to compare the Chief Business Officer salary to that of business official salaries in other similarly situated school districts. As a result of that analysis, and the additional Nutrition, Transportation, Facilities, and Maintenance and Operations divisions related duties being performed by the position in our District, it was determined that the existing salary for the Chief Business Officer was not competitive to the salary paid for similar work in other school districts.

#### II. Driving Governance:

Board Policy 4151, 4251, and 4351 - In order to secure and hold staff committed to student learning, the Governing Board recognizes the importance of an attractive compensation package which includes salaries, health benefits and other amenities.

The Board shall adopt separate salary schedules for certificated, classified, and management/supervisory/confidential personnel. These schedules shall comply with law and negotiated agreements and shall be printed and made available for inspection at the district office. Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

#### III. Budget:

The adjustment to the Superintendent's Cabinet Salary Schedule is partially offset by the closure of the Chief Operations Officer position, which has been vacant since November 2019.

#### IV. Goals, Objective and Measures:

The Sacramento City Unified School District ("District") continues to look at ways to recruit and retain employees, as well as creating a pathway for career advancements within the District by providing fair and competitive compensation.



## Board of Education Executive Summary

### Human Resource Services

Approve Revised 2020-2021 Superintendent's Cabinet Salary Schedule  
May 20, 2021



#### **V. Major Initiatives:**

Recruiting and retaining employees and operational excellence.

#### **VI. Results:**

With the adoption of the revised 2020-2021 Superintendent's Cabinet Salary Schedule the salary of the Chief Business and Operations Officer will be adjusted consistent with the revised schedule.



**Superintendent's Cabinet**  
**Annual Rate Salary Schedule**  
**2020-21 School Year**  
*(Effective July 1, 2020)*

<b>Job Class Code and Classification Title</b>	<b>CE CL</b>	<b>Range</b>	<b>Cal</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
4935 Chief Business and Operations Officer	CL	44	X	\$188,443	\$197,128	\$206,237	\$215,811	\$225,866	\$236,419
6051 Deputy Superintendent	CE	37	X	\$164,051	\$171,612	\$179,542	\$187,877	\$196,630	\$205,817
0243 Chief Academic Officer	CE	29	X	\$139,602	\$146,022	\$152,769	\$159,843	\$167,276	\$175,079
0216 Chief Communications Officer	CL								
9727 Chief Continuous Improvement and Accountability Officer	CL								
0219 Chief Human Resources Officer	CL								
6049 Chief Information Officer	CL								
0401 Chief Operations Officer	CL								

CE = Certificated; CL = Classified

The annual salaries shown above are derived by multiplying the number of days of required service in a given year (exclusive of legal and Board-granted holidays and vacation) by the daily rates shown in the following table. The number of required days of service for each work-vacation schedule are as follows:

<b>Calendar:</b>	<b>X = 239 Days</b>
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Annual career longevity increments of \$1,454 each are added when a Superintendent's Cabinet employee reaches 17, 20, 23, and 25 years of credited service. An annual stipend of \$3,000 is added for the earned doctorate and is prorated if for less than a full year. An annual salary stipend of \$4,800 is added for in-district travel and expenses.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1

**Meeting Date:** May 20, 2021

**Subject:** Public Hearing: Adopt Revision of Board Policy 5113, Absences and Excuses

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Legal Services

**Recommendation:** Approve revision to Board Policy 5113.

**Background/Rationale:** Education Code 48205 establishes the conditions under which students may be lawfully absent from school, including personal illness or injury. District students face mental health challenges throughout their education. In order to recognize the mental health issues of students and help reduce stigmatizing attitudes of prejudice and exclusion, revisions to the policies concerning absences and excuses are necessary and specifically, the definition of “health reasons” in the context of excused absences. No prior updates to BP 5113 have occurred since its adoption in 2002. Such updates and enactment include language in the CSBA Gamut model policies. The District plans to adopt AR 6173, which includes language in the CSBA Gamut model regulations.

**Documents Attached:**

1. BP 5113 (Redlines)
2. BP 5113 (Clean)

<p><b>Estimated Time of Presentation:</b> 5 Minutes <b>Submitted by:</b> Raoul Bozio, In House Counsel <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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Sacramento City USD  
Board Policy  
BP 5113  
Students

#### Absences And Excuses

The Governing Board believes that regular attendance plays an important role in student achievement. The Board ~~recognizes its responsibility under the law to ensure that students attend school regularly. Parents shall work with parents/guardians of children aged 6 to 18 are obligated to send and students to ensure their children to school unless otherwise provided by law. The Board shall abide by compliance with~~ all state attendance laws and may use appropriate legal means to correct ~~the~~ problems of ~~excessive~~ chronic absence or truancy.

(cf. 5112.1 - Exemptions from Attendance)

(cf. 5112.2 - Exclusions from Attendance)

(cf. 5113.1 - Chronic Absence and Truancy)

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

(cf. 6154 - Homework/Makeup Work)

#### Excused Absences

Absence from school shall be excused only for physical and/or mental health reasons, family emergencies, and justifiable personal reasons, as permitted by law, Board policy, and ~~administration regulations~~ administrative regulation. (Education Code ~~46010, 48216, 48205~~) Board Resolution 3174 passed on Dec. 10, 2020 resolved that the Sacramento City Unified School District Board of Education understands the definition of "health reasons" in the context of excused absences under California Education Code 48205 as including mental health reasons. Inasmuch as class participation is an integral part of students' learning experiences, parents/guardians and students shall be encouraged to schedule medical appointments during nonschool hours.

~~At the beginning of each academic year, notifications shall be sent to the parents/guardians of all students, and to all students in grades 7 through 12, informing them that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian. (Education Code 46010.1)~~

~~(cf. 5145.6 - Parental Notifications)~~

~~Students shall not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency or confidential medical appointment.~~

Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to law and administrative ~~regulations~~regulation. (Education Code 46014)

~~A student's grades may be affected by excessive unexcused absences in accordance with Board policy.~~

~~(cf. 5121 – Grades/Evaluation of Student Achievement)  
(cf. 6154 – Homework/Makeup Work)~~

Inasmuch as school attendance and class participation are integral to students' learning experiences, parents/guardians and students shall be encouraged to schedule mental and physical medical and other appointments during non-school hours if reasonably possible.

Site level attendance teams will take note of students with a pattern of absences. Students who are absent for mental and physical health related reasons will receive outreach and supportive interventions.

The U.S. Department of Health and Human Services' Office of Disease Prevention and Health Promotion closely links mental health and physical health; and the 2008 federal Mental Health Parity and Addiction Equity Act (MHPAEA) put care and treatment of mental health and substance use disorders on equal footing – or “parity” – with physical health care

Students shall not be absent from school without their parents/guardians' knowledge or consent, except in cases of medical emergency or, as authorized pursuant to Education Code 46010.1, for a confidential medical appointment.

.

The Board shall, by resolution entered into its minutes, approve reasonable methods that may be used to verify student absences due to illness or quarantine. (5 CCR 421)

Legal Reference:

EDUCATION CODE

1740 Employment of personnel to supervise attendance (county superintendent)

37201 School month

37223 Weekend classes

41601 Reports of average daily attendance

42238-42250.1 Apportionments

46000 Records (attendance)

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46010-46014 Absences  
46100-46119 Attendance in kindergarten and elementary schools  
46140-46147 Attendance in junior high and high schools  
48200-48208 Children ages 6-18 (compulsory full-time attendance)  
48210-48216 Exclusions from attendance  
[48225.5 Work permit; excused absence; entertainment or allied industries](#)  
48240-48246 Supervisors of attendance  
48260-48273 Truants  
48292 Filing complaint against parent  
48320-48324 School attendance review boards  
48340-48341 Improvement of student attendance  
[48980 Parental notifications](#)  
49067 Unexcused absences as cause of failing grade  
[49701 Provisions of the interstate compact on educational opportunities for military children](#)  
ELECTIONS CODE  
12302 Student participation on precinct boards  
FAMILY CODE  
6920-6929 Consent by minor [for medical treatment](#)  
VEHICLE CODE  
13202.7 Driving privileges; minors; suspension or delay for habitual truancy  
WELFARE AND INSTITUTIONS CODE  
601-601.4 Habitually truant minors  
11253.5 Compulsory school attendance  
CODE OF REGULATIONS, TITLE 5  
306 Explanation of absence  
420-421 Record of verification of absence due to illness and other causes  
ATTORNEY GENERAL OPINIONS  
[87 Ops.Cal.Atty.Gen. 168 \(2004\)](#)  
66 Ops.Cal.Atty.Gen. [245, 249, 244](#) (1983)  
COURT DECISIONS  
American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307

Management Resources:

[CDE MANAGEMENT ADVISORIES](#)  
[0114.98 School Attendance and CalWORKS, Management Bulletin 98-01](#)  
CSBA [ADVISORIES/PUBLICATIONS](#)  
[0520.97 Welfare Reform and Requirements for School Attendance](#)  
[Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010](#)

WEB SITES

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

[Policy - SACRAMENTO CITY UNIFIED SCHOOL DISTRICT](#)

| ~~adopted: April 15, 2002 — Sacramento, California (11/99 11/11) 3/17~~

Sacramento City USD  
Board Policy  
BP 5113  
Students

## Absences And Excuses

The Governing Board believes that regular attendance plays an important role in student achievement. The Board shall work with parents/guardians and students to ensure their compliance with all state attendance laws and may use appropriate legal means to correct problems of chronic absence or truancy.

(cf. 5112.1 - Exemptions from Attendance)  
(cf. 5112.2 - Exclusions from Attendance)  
(cf. 5113.1 - Chronic Absence and Truancy)  
(cf. 5121 - Grades/Evaluation of Student Achievement)  
(cf. 6154 - Homework/Makeup Work)

Absence from school shall be excused only for physical and/or mental health reasons, family emergencies, and justifiable personal reasons, as permitted by law, Board policy, and administrative regulation. (Education Code 48205)

Board Resolution 3174 passed on Dec. 10, 2020 resolved that the Sacramento City Unified School District Board of Education understands the definition of “health reasons” in the context of excused absences under California Education Code 48205 as including mental health reasons.

Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to law and administrative regulation. (Education Code 46014)

Inasmuch as school attendance and class participation are integral to students' learning experiences, parents/guardians and students shall be encouraged to schedule mental and physical medical and other appointments during non-school hours if reasonably possible.

Site level attendance teams will take note of students with a pattern of absences. Students who are absent for mental and physical health related reasons will receive outreach and supportive interventions.

The U.S. Department of Health and Human Services' Office of Disease Prevention and Health Promotion closely links mental health and physical health; and the 2008 federal Mental Health Parity and Addiction Equity Act (MHPAEA) put care and treatment of mental health and substance use disorders on equal footing – or “parity” – with physical health care



Students shall not be absent from school without their parents'/guardians' knowledge or consent, except in cases of medical emergency or, as authorized pursuant to Education Code 46010.1, for a confidential medical appointment.

The Board shall, by resolution entered into its minutes, approve reasonable methods that may be used to verify student absences due to illness or quarantine. (5 CCR 421)

Legal Reference:

EDUCATION CODE

1740 Employment of personnel to supervise attendance (county superintendent)

37201 School month

37223 Weekend classes

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46010-46014 Absences

46100-46119 Attendance in kindergarten and elementary schools

46140-46147 Attendance in junior high and high schools

48200-48208 Children ages 6-18 (compulsory full-time attendance)

48210-48216 Exclusions from attendance

48225.5 Work permit; excused absence; entertainment or allied industries

48240-48246 Supervisors of attendance

48260-48273 Truants

48292 Filing complaint against parent

48320-48324 School attendance review boards

48340-48341 Improvement of student attendance

48980 Parental notifications

49067 Unexcused absences as cause of failing grade

49701 Provisions of the interstate compact on educational opportunities for military children

ELECTIONS CODE

12302 Student participation on precinct boards

FAMILY CODE

6920-6929 Consent by minor for medical treatment

VEHICLE CODE

13202.7 Driving privileges; minors; suspension or delay for habitual truancy

WELFARE AND INSTITUTIONS CODE

601-601.4 Habitually truant minors

11253.5 Compulsory school attendance

CODE OF REGULATIONS, TITLE 5

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420-421 Record of verification of absence due to illness and other causes

ATTORNEY GENERAL OPINIONS

87 Ops.Cal.Atty.Gen. 168 (2004)

66 Ops.Cal.Atty.Gen. 244 (1983)

COURT DECISIONS

American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307

Management Resources:

CSBA PUBLICATIONS

Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010

WEB SITES

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

(11/99 11/11) 3/17



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.2

**Meeting Date:** May 20, 2021

**Subject:** Public Hearing: Adopt Revision of Board Policy 5141.52, Suicide Prevention

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Legal Services

**Recommendation:** Approve revision to Board Policy 5141.52.

**Background/Rationale:** Education Code 215 mandates that the board of any district serving students in grades 7-12 adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide) with specified components. As provided by California law, revisions to the policies concerning suicide prevention are necessary. No prior updates to BP 6173 have occurred since 2018. Such updates have been developed in consultation with school and community stakeholders, school-employed mental health professionals, suicide prevention experts, and the county health plan per Education Code 215.

**Documents Attached:**

1. BP 5141.52 (Redlines)
2. BP 5141.52 (Clean)

<p><b>Estimated Time of Presentation:</b> 5 Minutes <b>Submitted by:</b> Raoul Bozio, In House Counsel <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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# Board of Education Executive Summary

## Legal Department

Revision to Board Policy (BP) 5141.52: Suicide Prevention Policy

May 20, 2021



### I. Overview/History of Department or Program

Education Code 215 mandates that the board of any district serving students in grades 7-12 adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide) with specified components. As provided by California law, revisions to the policies concerning suicide prevention are necessary.

The current version of Board Policy 5141.52 was adopted in 2018 and has not yet since been revised. The proposed revisions to Board Policy 5141.52 have been developed in consultation with school and community stakeholders, school-employed mental health professionals, suicide prevention experts, and the county health plan per Education Code 215. Further, the revised board policy now complies with the language provided in Education 215 and serves students in grades TK-12. Indeed, the revised board policy reflects that the “policy aims to safeguard students in grades TK-12 and staff against self-harm, suicide attempts and deaths, and other trauma associated with suicide.”

### II. Driving Governance:

Pursuant to Education Code 215(a)(1):

The governing board or body of a local educational agency that serves pupils in grades 7 to 12, inclusive, shall, before the beginning of the 2017–18 school year, adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in grades 7 to 12, inclusive. The policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts and shall, at a minimum, address procedures relating to suicide prevention, intervention, and postvention.

### III. Budget:

The proposed policy is intended to safeguard students and staff within the District against self-harm, suicide attempts, and deaths, and other trauma associated with suicide.

### IV. Goals, Objectives and Measures:

Pursuant to the District’s core beliefs under Board Policy 0100, the District believes “that all people excel in an environment that is SAFE, and offers everyone UNLIMITED OPPORTUNITIES for continuous growth and PERSONAL SUCCESS.” As such, the goal is for the District to establish sound policy that ensures adequate support for the emotional and behavioral wellness of students, provides strategies for suicide prevention, and provides support for students, staff, and families affected by suicide attempts and loss.

### V. Major Initiatives:

This suicide prevention policy is critical to save lives and create healthy and strong individuals, families, and communities.

# Board of Education Executive Summary

## Legal Department

Revision to Board Policy (BP) 5141.52: Suicide Prevention Policy  
May 20, 2021



### **VI. Results:**

Approval of revision to Board Policy 5141.52. Ensure compliance with the Education Code.

### **VII. Lessons Learned/Next Steps:**

Adoption of revised Board Policy 5141.52 concerning suicide prevention. Information and correspondences concerning this matter have previously been shared with the District. Further updates will be provided as necessary.

# Sacramento City Unified School District Board Policy

## Student Suicide Prevention Policy BP 5141.52

The Governing Board of SCUSD recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. **According to National Center for Health Statistics the suicide rate for persons aged 10-19 nearly tripled 2009 to 2019 (NCHS, 2019; CDC 2019).** In an effort to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

The possibility of suicidal ideation and suicide requires vigilant attention from our district staff. As a result, we are ethically responsible for providing an appropriate and timely response in preventing suicide attempts and suicides. We also are committed to creating safe and nurturing campuses that minimize suicidal ideation in students, especially those students most at risk.

**Suicide is preventable and everyone has a role to play to save lives and create healthy and strong individuals, families, and communities. Suicide prevention requires a comprehensive public health approach (CDC, 2019).** Recognizing that it is the duty of the district to protect the health, safety, and welfare of its students, this policy aims to safeguard students in grades TK-12 and staff against self-harm, suicide attempts and deaths, and other trauma associated with suicide. This includes ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. The emotional wellness of students greatly impacts school attendance and educational success; therefore, this policy shall be paired with other policies that support the emotional and behavioral wellness of students.

This policy is based on research and best practices in suicide prevention and has been adopted with the understanding that suicide prevention activities increase identification of those at risk of suicide, increase help-seeking behavior, and decrease suicide risk and suicidal behaviors. Empirical evidence refutes a common belief that talking about suicide can increase risk or “place the idea in someone’s mind.”

In an attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or Designee shall develop strategies for suicide prevention, intervention, and postvention, as well as strategies for identifying mental health challenges frequently associated with suicidal thinking and behavior.

The Superintendent or Designee shall develop and implement preventive strategies and intervention procedures that include the following:

## **Overall Strategic Plan for Suicide Prevention**

The Superintendent or Designee shall involve district-employed mental health professionals (e.g., school counselors, nurses, psychologists, social workers), administrators, other district staff members, parents/guardians/caregivers, students, local health agencies and professionals, ~~law enforcement~~, and community organizations in planning, implementing, and evaluating the district's strategies for suicide prevention and intervention.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the district shall appoint the Student Support & Health Services Department to serve as the suicide prevention point of contact for the district. In addition, each school shall identify at least one staff member to serve as the liaison to the district's suicide prevention point of contact, and coordinate and implement suicide prevention activities on their specific campus. This policy shall be reviewed and revised as needed in conjunction with the previously mentioned community stakeholders.

### **I. Prevention**

#### **A. Suicide Prevention Promotion**

All materials and resources used by SCUSD in suicide prevention and awareness efforts will be reviewed by designated SCUSD staff and partners to ensure they align with best practices for safe messaging.

#### **B. Staff Training and Education**

SCUSD approved training shall be provided for all school district staff in all job categories as well as other adults on campus who regularly interact with students or are in a position to recognize the risk factors and warning signs of suicide.

##### **1. Initial/New-Hire Training:**

- All suicide prevention trainings shall be offered under the direction of district-employed mental health professionals (e.g., school counselors, nurses, psychologists, or social workers) who have received advanced training specific to suicide. Staff training can be adjusted year-to-year based on previous professional development activities and emerging best practices.
- At a minimum, all staff shall participate in annual training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) New hire orientation shall

include general suicide prevention training. Core components of the general suicide prevention training shall include:

- o Suicide risk factors, warning signs, and protective factors;
- o How to talk with a student about thoughts of suicide;
- o How to respond appropriately to a student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment; and
- o Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide.

## 2. Annual Staff Training

- In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development will include the following:
  - o The impact of traumatic stress on emotional and mental health;
  - o Common misconceptions about suicide;
  - o School, district and community suicide prevention resources;
  - o Appropriate messaging about suicide (correct terminology, safe messaging guidelines, stigma reduction);
  - o The factors associated with suicide (risk factors, warning signs, protective factors);
  - o How to identify a student who may be at risk of suicide;
  - o How to talk with a student who is demonstrating emotional distress or is suicidal;
  - o How to appropriately respond and link the student to supports based on district guidelines;
  - o District-approved procedures for responding to suicide risk;
  - o District-approved procedures for supporting a student returning to school after exhibiting suicidal behavior;
  - o Responding after a suicide occurs (see Postvention section).



- The professional development will include additional information regarding groups of students empirically determined to be at elevated risk for suicide, which includes, but are not limited to, the following groups of students:
  - Affected by suicide;
  - With a history of suicidal ideation or attempts;
  - With disabilities, mental illness, or substance abuse disorders;
  - Who express, or are perceived to express, diverse sexual orientations and/or gender identities;
  - Experiencing housing instability;
  - In the child welfare system;
  - Experiencing immigration related stress; and/or
  - Who have suffered traumatic experiences, including bullying, discrimination or harassment.

### **C. Advanced Specialized Staff Training (Assessment)**

Additional professional development in suicide risk assessment and crisis intervention shall be provided to district-employed mental health professionals (school counselors, nurses, psychologists, and social workers) on a recurring basis.

### **D. Employee Qualifications and Scope of Services**

SCUSD staff must act only within the authorization and scope of their active job classification, credential or license. It is expected that staff be able to identify suicide risk factors and warning signs, and follow the SCUSD suicide risk assessment procedures to connect students to district-employed mental health professionals for further assessment and intervention.

Any volunteers or organizations working within SCUSD are expected to act within the scope of their job classification, credential or license.

### **E. Parents, Guardians, and Caregivers Participation and Education**

- To the extent possible, parents/guardians/caregivers should be included in all suicide prevention efforts. At a minimum, schools shall share with

parents/guardians/caregivers the SCUSD suicide prevention policy and procedures.

- This suicide prevention policy shall be prominently displayed on the SCUSD website and included in the Student & Parent Handbook.
- Parents/guardians/caregivers should be invited to provide input on the implementation of this policy.
- All parents/guardians/caregivers should have access to culturally and linguistically appropriate, evidence-based suicide prevention training resources and/or information that addresses the following:
  - Suicide risk factors, warning signs, and protective factors;
  - How to talk with a student about thoughts of suicide;
  - How to respond appropriately to a student who has suicidal thoughts;
  - Address stigma that prevents students and families from seeking and accessing help;
  - How to work with the school to communicate and address their student's mental health needs;
  - List of community resources available to support and intervene.

#### **F. Student Participation and Education**

Under the supervision of district-employed mental health professionals (MHP), and following consultation with county and community mental health agencies, students in [all grades \(TK through 12th\)](#) shall:

- Receive developmentally and linguistically appropriate, culturally relevant, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding the district's suicide prevention, intervention, and referral procedures;

The content of the education shall be delivered at least annually, and shall include:

- Coping strategies for dealing with stress and trauma;
- How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;

- Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer at-risk peers for support;
- Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education shall be incorporated into classroom curricula (e.g., health classes, school orientation classes, science, and physical education).

SCUSD encourages the development and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Weeks, Peer Counseling Programs, and National Alliance on Mental Illness on Campus High School Clubs).

## II. Assessment, Intervention, Referral

### A. Suicide Risk Assessment & Intervention Procedures

#### Role of all district staff

1. Any staff who are concerned that a student is showing warning signs of potential suicide risk or self-injury must immediately contact the school administrator or designee. If suicide risk is urgent and immediate (i.e. student has indicated immediate plan for suicide /self-injury or recently attempted self-harm or suicide), call 911 and provide current location of the student.
  - a. If the student is exhibiting imminent danger to self or others, the student should be immediately transported to a hospital or mental health treatment center by parent/caregiver and if not available by local law enforcement.
  - b. If this concern is after hours and the school administrator is not available - staff must provide crisis hotline numbers to the student and contact the parent/guardian. If a safe adult cannot be reached, call Law Enforcement and request the Mobile Crisis Response Team complete a Welfare Check.
  - c. If this concern is during Expanded Learning Program and after 5:00 PM, Expanded Learning Program staff will contact their assigned SCSUD Area Specialist.
    - a. The Area Specialist will identify the SCUSD mental health professional who will conduct the suicide risk assessment.
2. If the student is in-person at school, staff must keep student under **constant** adult supervision until suicide risk assessment has been completed. Staff will not release a student exhibiting potential suicide risk without a suicide risk assessment and/or consultation with a trained district employed mental health professional.

3. The school administrator or designee shall immediately contact a district employed mental health professional (i.e. school counselor, nurse, psychologist, or social worker) that is certified in SCUSD-approved suicide assessment tools and is assigned to the school site. **Only district employed mental health professionals** trained in the district approved suicide risk assessment tool can complete a suicide risk assessment.

4. If no certified professional is available at the school site, the principal or designee will contact the Student Support & Health Services department staff (listed in the current SCUSD Suicide Risk Assessment Procedures) to identify a certified district-employed MHP to complete the assessment.

5. In the event that a parent/guardian/adult caregiver wants to remove the student prior to completion of an assessment, or if the parent/guardian/adult caregiver refuses to take the student for necessary follow-up care at an emergency room or mental health treatment center, staff must report the removal/refusal to the school administrator or designee and assess whether mandated reporting requirements require a referral to child protective services and/or law enforcement..

6. Staff will maintain confidentiality of the student as appropriate prior to, during, and after suicide risk assessment process. Information regarding student mental health shall only be shared as is necessary for the safety of the student (i.e. school administrator, district mental health professional, parent/guardian). Do not share with staff where it is not in the best interest of the student or relevant.

### **Role of SCUSD Suicide Assessment Certified District Employed Mental Health Professional**

1. **Upon notification that a student was identified as being at risk of suicide as described above, district employed mental health professionals must complete and document all parts of a suicide risk assessment, which include:**

- a. Administration of the district approved suicide risk assessment tool
- b. Safety Plan
- c. Disposition Summary

**Document actions taken per assigned department's policies and procedures.**

2. If the student is deemed to be at risk of suicide or self-injury, the suicide assessment professional will contact the parent/guardian/caregiver (if perceived safe to do so) and principal to discuss the situation and develop a plan to ensure the student's safety. Both the student and parent/guardian/caregiver will at a minimum be provided with a safety plan that includes but is not limited to the following information:

- Culturally and linguistically appropriate resources for counseling and mental health services
- Local suicide prevention hotline number

- Sacramento County Intake Stabilization Unit contact information
- Additional resources and follow-up as appropriate

3. No disclosure shall be made to the student's parent/guardian/caregiver when there is reasonable cause to believe that the disclosure would result in a clear and present danger to the health, safety, or welfare of the student. In the case of non-disclosure to parent/guardian/caregiver, staff should consult with another certified district employed mental health professional, and must report safety/welfare concerns to child protective services and/or law enforcement. Documentation of this decision should be made on the suicide risk assessment disposition summary as well as follow

MHP department documentation procedures .

4. If the student is assessed to be at imminent risk of suicide or self-injury, the certified district employed mental health professional is to remain with the student, ensuring safety until an appropriate disposition plan can be developed that includes the provision of adequate supervision. It is recommended that there be at least two staff present with the student (including the mental health professional) until the student is transferred to appropriate care. If the student refuses supervision, staff will follow school protocol for calling 911, including a secondary call to the Safe Schools Office.

5. For all students assessed for suicide risk or risk of self-harm the certified district employed MHP should make contact with the student's parent/guardian/caregiver after the assessment to inform them of the outcome and safety plan (e.g. sent to Sac Co. Intake Stabilization Unit or Emergency Room, connected to therapist, returned to class, completed a safety plan, etc.).

### **Role of Parent, Guardian, Caregiver**

Information about school, district, and community-based supports should be disseminated to all parents/guardians/caregivers, so they know how to respond to a crisis and are knowledgeable about the resources available.

### **Role of Student**

Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they suspect or have knowledge of another student's emotional distress, suicidal ideation, or attempt. Confidentiality shall be maintained by school staff whenever possible. SCUSD will inform students of school-based and community based supports.

## **B. Intervention Plan for In-School Suicide Attempts**

If a suicide attempt is made during the school day on campus, it is important to remember that the health and safety of the student and those around them is critical. The following steps should be implemented:

- Follow school protocol for calling 911, including a secondary call to the Safe Schools Director Office/SRO Sergeant, and provide as much information about any suicide note, medications taken, and access to weapons, if applicable;
- Remain calm. Remember the student is overwhelmed, confused, and emotionally distressed;
- Move all other students out of the immediate area and assess for any other students in need of support;
- Immediately contact the administrator or district employed mental health professional staff;
- If needed, provide medical first aid until a medical professional is available;
- Parents/guardians/caregivers should be contacted as soon as possible (if perceived as safe to do so);
- Do not send the student away or leave them alone, including accompanying them to the restroom;
- Provide comfort to the student. Listen and encourage the student to talk, if this helps calm them;
- Be comfortable with moments of silence as you and the student will need time to process the situation;
- Review options and resources of people who can help;
- Offer help, and be respectful, but do not promise confidentiality; and
- Students shall only be released to parents/guardians/caregivers or to a person who is qualified and trained to provide help.

### **C. Intervention Plan for Out-of-School Suicide Attempts**

If a suicide attempt by a student is outside of SCUSD property, it is crucial that SCUSD protects the privacy of the student and maintain a confidential record of the actions taken to intervene, support, and protect the student. The following steps should be implemented:

- Designated staff should contact the parents/guardians/caregivers and offer support to the family;
- Discuss with the family options for response to the attempt. Obtain permission from the parents/guardians/caregivers to share information to ensure the facts

regarding the crisis are correct while protecting confidentiality of student and minimizing rumors;

- Contact SCUSD Communications Department to respond to school-wide communications and media inquires; and
- Provide care and determine appropriate support to affected students (see Postvention section).

#### **D. Referral for Mental Health Services**

Each school shall follow these steps:

- After a mental health referral is made for a student, district staff shall verify with the parent/guardian/caregiver that follow-up treatment has been accessed. It is recommended a re-entry meeting be held to develop a plan for supporting the student and incorporating any guidance from treatment providers (see Postvention section).
- If parents/guardians/caregivers refuse or neglect to access treatment for a student who has been identified to be at-risk for suicide or in emotional distress, the appropriate district staff member will meet with the parents/guardians/caregivers to identify barriers to treatment (e.g. cultural stigma, financial issues) and work towards reducing barriers, understanding the importance of care, and supporting access to services. District staff will follow mandated reporting laws as they apply.

### **III. Postvention**

#### **A. Re-Entry to School After a Suicide Threat or Attempt**

A student who threatened or attempted suicide is at a higher risk for suicide in the months following the crisis. An appropriate re-entry process, including a re-entry meeting, is an important component of suicide prevention. Involving students in planning for their return to school provides them with a sense of control, personal responsibility, and empowerment.

- Obtain a written release of information signed by parents/guardians/caregivers to coordinate care with treating providers, if possible;
- Inform the student's teachers about possible days of absences, while maintaining student confidentiality;
- Consider accommodations for student to make up work. Be understanding that assignments may add stress to the student and consider excusing missed assignments;
- If student has not been linked to mental health services in the community,

district employed mental health professionals will make a referral with parent/guardian/caregiver permission.

- District employed mental health professionals should maintain ongoing contact with student to monitor their actions and mood; and
- Determine if the student's condition warrants ongoing supports through a Student Study/Success Team (SST) plan, a 504 Accommodation Plan or special education services through an Individual Education Plan (IEP).

## **B. Responding After a Death by Suicide**

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on students and staff. SCUSD shall ensure that each school site follows the SCUSD Mental Health Crisis Response Procedures which includes the following steps:

- Contact the SCUSD Mental Health Crisis Response Coordinator to develop a school-wide postvention response plan;
- No information shall be released about the death until the school site administrator consults with the Safe Schools ~~Director Office or SRO Sergeant~~;
- Identify a staff member to contact deceased's family to offer support;
- Contact SCUSD Communications Department to develop a communication plan for all school stakeholders;
- Coordinate an all-staff meeting, to include:
  - Informing staff about the death and what information is relevant and which you have permission to disclose;
  - Emotional support and resources available to staff and students, including community and school based resources available;
  - Talking points for staff to notify students; and
  - Informing staff on how to refer students for support/assessment.
- Identify students significantly affected by the death and other students at risk of imitative behavior;
- Identify students affected by suicide death but not at risk of imitative behavior;



- Communicate with the larger school community about the suicide death;
- Requests for memorials must be approved by the Crisis Response Team, including Communications Chief, Crisis Team Lead, and Safe Schools Office ~~Director~~ /SRO Sergeant. Responses should be handled in a thoughtful way and their impact on the surrounding community and other students should be considered;
- SCUSD Communications Department will identify staff member to communicate regarding the death, utilizing current reporting guidelines on Suicide.Org Web site at [www.reportingonsuicide.org](http://www.reportingonsuicide.org). Research has proven that sensationalized media coverage can lead to contagious suicidal behaviors.
- Utilize and respond to social media outlets by identifying and monitoring what platforms students are using to respond to death by suicide.
- Include long-term suicide postvention responses:
- Consider important dates (e.g. anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed;
- Offer support to any siblings, close friends, teachers, and/or students of deceased that may be in need.

(cf. 1020 - Youth Services)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 5141 - Health Care and Emergencies)

#### Legal Reference:

##### EDUCATION CODE

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

##### WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

#### Management Resources:

##### CDE PUBLICATIONS

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Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

adopted: November 16, 1998 Sacramento, California

revised: April 15, 2002

revised: November 1, 2018

revised: TBD

# **Sacramento City Unified School District Board Policy**

## **Student Suicide Prevention Policy BP 5141.52**

The Governing Board of SCUSD recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. According to National Center for Health Statistics the suicide rate for persons aged 10-19 nearly tripled 2009 to 2019 (NCHS, 2019; CDC 2019). In an effort to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

The possibility of suicidal ideation and suicide requires vigilant attention from our district staff. As a result, we are ethically responsible for providing an appropriate and timely response in preventing suicide attempts and suicides. We also are committed to creating safe and nurturing campuses that minimize suicidal ideation in students, especially those students most at risk.

Suicide is preventable and everyone has a role to play to save lives and create healthy and strong individuals, families, and communities. Suicide prevention requires a comprehensive public health approach (CDC, 2019). Recognizing that it is the duty of the district to protect the health, safety, and welfare of its students, this policy aims to safeguard students in grades K-12 and staff against self-harm, suicide attempts and deaths, and other trauma associated with suicide. This includes ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. The emotional wellness of students greatly impacts school attendance and educational success; therefore, this policy shall be paired with other policies that support the emotional and behavioral wellness of students.

This policy is based on research and best practices in suicide prevention and has been adopted with the understanding that suicide prevention activities increase identification of those at risk of suicide, increase help-seeking behavior, and decrease suicide risk and suicidal behaviors. Empirical evidence refutes a common belief that talking about suicide can increase risk or “place the idea in someone’s mind.”

In an attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or Designee shall develop strategies for suicide prevention, intervention, and postvention, as well as strategies for identifying mental health challenges frequently associated with suicidal thinking and behavior.

The Superintendent or Designee shall develop and implement preventive strategies and intervention procedures that include the following:

## **Overall Strategic Plan for Suicide Prevention**

The Superintendent or Designee shall involve district-employed mental health professionals (e.g., school counselors, nurses, psychologists, social workers), administrators, other district staff members, parents/guardians/caregivers, students, local health agencies and professionals, and community organizations in planning, implementing, and evaluating the district's strategies for suicide prevention and intervention.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the district shall appoint the Student Support & Health Services Department to serve as the suicide prevention point of contact for the district. In addition, each school shall identify at least one staff member to serve as the liaison to the district's suicide prevention point of contact, and coordinate and implement suicide prevention activities on their specific campus. This policy shall be reviewed and revised as needed in conjunction with the previously mentioned community stakeholders.

### **I. Prevention**

#### **A. Suicide Prevention Promotion**

All materials and resources used by SCUSD in suicide prevention and awareness efforts will be reviewed by designated SCUSD staff and partners to ensure they align with best practices for safe messaging.

#### **B. Staff Training and Education**

SCUSD approved training shall be provided for all school district staff in all job categories as well as other adults on campus who regularly interact with students or are in a position to recognize the risk factors and warning signs of suicide.

##### **1. Initial/New-Hire Training:**

- All suicide prevention trainings shall be offered under the direction of district-employed mental health professionals (e.g., school counselors, nurses, psychologists, or social workers) who have received advanced training specific to suicide. Staff training can be adjusted year-to-year based on previous professional development activities and emerging best practices.
- At a minimum, all staff shall participate in annual training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) New hire orientation shall include general suicide prevention training. Core components of the general suicide prevention training shall include:

- o Suicide risk factors, warning signs, and protective factors;
- o How to talk with a student about thoughts of suicide;
- o How to respond appropriately to a student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment; and
- o Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide.

## 2. Annual Staff Training

- In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development will include the following:
  - o The impact of traumatic stress on emotional and mental health;
  - o Common misconceptions about suicide;
  - o School, district and community suicide prevention resources;
  - o Appropriate messaging about suicide (correct terminology, safe messaging guidelines, stigma reduction);
  - o The factors associated with suicide (risk factors, warning signs, protective factors);
  - o How to identify a student who may be at risk of suicide;
  - o How to talk with a student who is demonstrating emotional distress or is suicidal;
  - o How to appropriately respond and link the student to supports based on district guidelines;
  - o District-approved procedures for responding to suicide risk;
  - o District-approved procedures for supporting a student returning to school after exhibiting suicidal behavior;
  - o Responding after a suicide occurs (see Postvention section).
- The professional development will include additional information regarding groups of students empirically determined to be at elevated risk for suicide, which includes, but are not limited to, the following groups of students:

- o Affected by suicide;
- o With a history of suicidal ideation or attempts;
- o With disabilities, mental illness, or substance abuse disorders;
- o Who express, or are perceived to express, diverse sexual orientations and/or gender identities;
- o Experiencing housing instability;
- o In the child welfare system;
- o Experiencing immigration related stress; and/or
- o Who have suffered traumatic experiences, including bullying, discrimination or harassment.

### **C. Advanced Specialized Staff Training (Assessment)**

Additional professional development in suicide risk assessment and crisis intervention shall be provided to district-employed mental health professionals (school counselors, nurses, psychologists, and social workers) on a recurring basis.

### **D. Employee Qualifications and Scope of Services**

SCUSD staff must act only within the authorization and scope of their active job classification, credential or license. It is expected that staff be able to identify suicide risk factors and warning signs, and follow the SCUSD suicide risk assessment procedures to connect students to district-employed mental health professionals for further assessment and intervention.

Any volunteers or organizations working within SCUSD are expected to act within the scope of their job classification, credential or license.

### **E. Parents, Guardians, and Caregivers Participation and Education**

- To the extent possible, parents/guardians/caregivers should be included in all suicide prevention efforts. At a minimum, schools shall share with parents/guardians/caregivers the SCUSD suicide prevention policy and procedures.
- This suicide prevention policy shall be prominently displayed on the SCUSD website and included in the Student & Parent Handbook.
- Parents/guardians/caregivers should be invited to provide input on the

implementation of this policy.

- All parents/guardians/caregivers should have access to culturally and linguistically appropriate, evidence-based suicide prevention training resources and/or information that addresses the following:
  - Suicide risk factors, warning signs, and protective factors;
  - How to talk with a student about thoughts of suicide;
  - How to respond appropriately to a student who has suicidal thoughts;
  - Address stigma that prevents students and families from seeking and accessing help;
  - How to work with the school to communicate and address their student's mental health needs;
  - List of community resources available to support and intervene.

#### **F. Student Participation and Education**

Under the supervision of district-employed mental health professionals (MHP), and following consultation with county and community mental health agencies, students in all grades (Kindergarten through 12th) shall:

- Receive developmentally and linguistically appropriate, culturally relevant, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding the district's suicide prevention, intervention, and referral procedures;

The content of the education shall be delivered at least annually, and shall include:

- Coping strategies for dealing with stress and trauma;
- How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
- Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer at-risk peers for support;
- Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education shall be incorporated into classroom curricula (e.g., health classes, school orientation classes, science, and physical education).

SCUSD encourages the development and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Weeks, Peer Counseling Programs, and National Alliance on Mental Illness on Campus High School Clubs).

## **II. Assessment, Intervention, Referral**

### **A. Suicide Risk Assessment & Intervention Procedures**

#### **Role of all district staff**

1. Any staff who are concerned that a student is showing warning signs of potential suicide risk or self-injury must immediately contact the school administrator or designee. If suicide risk is urgent and immediate (i.e. student has indicated immediate plan for suicide /self-injury or recently attempted self-harm or suicide), call 911 and provide current location of the student.
  - a. If the student is exhibiting imminent danger to self or others, the student should be immediately transported to a hospital or mental health treatment center by parent/caregiver and if not available by local law enforcement.
  - b. If this concern is after hours and the school administrator is not available - staff must provide crisis hotline numbers to the student and contact the parent/guardian. If a safe adult cannot be reached, call Law Enforcement and request the Mobile Crisis Response Team complete a Welfare Check.
  - c. If this concern is during Expanded Learning Program and after 5:00 PM, Expanded Learning Program staff will contact their assigned SCUSD Area Specialist.
    - a. The Area Specialist will identify the SCUSD mental health professional who will conduct the suicide risk assessment.
2. If the student is in-person at school, staff must keep student under **constant** adult supervision until suicide risk assessment has been completed. Staff will not release a student exhibiting potential suicide risk without a suicide risk assessment and/or consultation with a trained district employed mental health professional.
3. The school administrator or designee shall immediately contact a district employed mental health professional (i.e. school counselor, nurse, psychologist, or social worker) that is certified in SCUSD-approved suicide assessment tools and is assigned to the school site. Only district employed mental health professionals trained in the district approved suicide risk assessment tool can complete a suicide risk assessment.
4. If no certified professional is available at the school site, the principal or designee



will contact the Student Support & Health Services department staff (listed in the current SCUSD Suicide Risk Assessment Procedures) to identify a certified district-employed MHP to complete the assessment.

5. In the event that a parent/guardian/adult caregiver wants to remove the student prior to completion of an assessment, or if the parent/guardian/adult caregiver refuses to take the student for necessary follow-up care at an emergency room or mental health treatment center, staff must report the removal/refusal to the school administrator or designee and assess whether mandated reporting requirements require a referral to child protective services and/or law enforcement.

6. Staff will maintain confidentiality of the student as appropriate prior to, during, and after suicide risk assessment process. Information regarding student mental health shall only be shared as is necessary for the safety of the student (i.e. school administrator, district mental health professional, parent/guardian). Do not share with staff where it is not in the best interest of the student or relevant.

### **Role of SCUSD Suicide Assessment Certified District Employed Mental Health Professional**

1. Upon notification that a student was identified as being at risk of suicide as described above, district employed mental health professionals must complete and document all parts of a suicide risk assessment, which include:
  - a. Administration of the district approved suicide risk assessment tool
  - b. Safety Plan
  - c. Disposition Summary

Document actions taken per assigned department's policies and procedures.

2. If the student is deemed to be at risk of suicide or self-injury, the suicide assessment professional will contact the parent/guardian/caregiver (if perceived safe to do so) and principal to discuss the situation and develop a plan to ensure the student's safety. Both the student and parent/guardian/caregiver will at a minimum be provided with a safety plan that includes but is not limited to the following information:

- Culturally and linguistically appropriate resources for counseling and mental health services
- Local suicide prevention hotline number
- Sacramento County Intake Stabilization Unit contact information
- Additional resources and follow-up as appropriate

3. No disclosure shall be made to the student's parent/guardian/caregiver when there is reasonable cause to believe that the disclosure would result in a clear and present danger to the health, safety, or welfare of the student. In the case of non-disclosure to parent/guardian/caregiver, staff should consult with another certified district employed mental health professional, and must report safety/welfare concerns to child protective services and/or law enforcement. Documentation of this decision should be made on the suicide risk assessment disposition summary as well as follow

MHP department documentation procedures.

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5. For all students assessed for suicide risk or risk of self-harm the certified district employed MHP should make contact with the student's parent/guardian/caregiver after the assessment to inform them of the outcome and safety plan (e.g. sent to Sac Co. Intake Stabilization Unit or Emergency Room, connected to therapist, returned to class, completed a safety plan, etc.).

#### **Role of Parent, Guardian, Caregiver**

Information about school, district, and community-based supports should be disseminated to all parents/guardians/caregivers, so they know how to respond to a crisis and are knowledgeable about the resources available.

#### **Role of Student**

Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they suspect or have knowledge of another student's emotional distress, suicidal ideation, or attempt. Confidentiality shall be maintained by school staff whenever possible. SCUSD will inform students of school-based and community based supports.

### **B. Intervention Plan for In-School Suicide Attempts**

If a suicide attempt is made during the school day on campus, it is important to remember that the health and safety of the student and those around them is critical. The following steps should be implemented:

- Remain calm. Remember the student is overwhelmed, confused, and emotionally distressed;
- Follow school protocol for calling 911, including a secondary call to the Safe Schools Director, and provide as much information about any suicide note, medications taken, and access to weapons, if applicable;
- Move all other students out of the immediate area and assess for any other students in need of support;

- Immediately contact the administrator or district employed mental health professional staff;
- If needed, provide medical first aid until a medical professional is available;
- Parents/guardians/caregivers should be contacted as soon as possible (if perceived as safe to do so);
- Do not send the student away or leave them alone, including accompanying them to the restroom;
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- Be comfortable with moments of silence as you and the student will need time to process the situation;
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- Offer help, and be respectful, but do not promise confidentiality; and
- Students shall only be released to parents/guardians/caregivers or to a person who is qualified and trained to provide help.

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If a suicide attempt by a student is outside of SCUSD property, it is crucial that SCUSD protects the privacy of the student and maintain a confidential record of the actions taken to intervene, support, and protect the student. The following steps should be implemented:

- Designated staff should contact the parents/guardians/caregivers and offer support to the family;
- Discuss with the family options for response to the attempt. Obtain permission from the parents/guardians/caregivers to share information to ensure the facts regarding the crisis are correct while protecting confidentiality of student and minimizing rumors;
- Contact SCUSD Communications Department to respond to school-wide communications and media inquiries; and
- Provide care and determine appropriate support to affected students (see Postvention section).

## **D. Referral for Mental Health Services**

Each school shall follow these steps:

- After a mental health referral is made for a student, district staff shall verify with the parent/guardian/caregiver that follow-up treatment has been accessed. It is recommended a re-entry meeting be held to develop a plan for supporting the student and incorporating any guidance from treatment providers (see Postvention section).
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## **III. Postvention**

### **A. Re-Entry to School After a Suicide Threat or Attempt**

A student who threatened or attempted suicide is at a higher risk for suicide in the months following the crisis. An appropriate re-entry process, including a re-entry meeting, is an important component of suicide prevention. Involving students in planning for their return to school provides them with a sense of control, personal responsibility, and empowerment.

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- Consider accommodations for student to make up work. Be understanding that assignments may add stress to the student and consider excusing missed assignments;
- If student has not been linked to mental health services in the community, district employed mental health professionals will make a referral with parent/guardian/caregiver permission.
- District employed mental health professionals should maintain ongoing contact with student to monitor their actions and mood; and
- Determine if the student's condition warrants ongoing supports through a Student Study/Success Team (SST) plan, a 504 Accommodation Plan or special education services through an Individual Education Plan (IEP).

## **B. Responding After a Death by Suicide**

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on students and staff. SCUSD shall ensure that each school site follows the SCUSD Mental Health Crisis Response Procedures which includes the following steps:

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- Identify a staff member to contact deceased's family to offer support;
- Contact SCUSD Communications Department to develop a communication plan for all school stakeholders;
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- Communicate with the larger school community about the suicide death;
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(cf. 1020 - Youth Services)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

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(cf. 5141 - Health Care and Emergencies)

Legal Reference:

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revised: April 15, 2002

revised: November 1, 2018

revised: TBD



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.3

**Meeting Date:** May 20, 2021

**Subject:** **Public Hearing: First Reading of Revised Board Policy 5146,  
Married/Pregnant/Parenting Students**

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Legal Services

**Recommendation:** Approve revisions to Board Policy 5146.

**Background/Rationale:** Education Code 46015 provides that pregnant and parenting pupils are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. Education Code 221.51 prohibits districts from applying any rule concerning a pupil's actual or potential parental, family, or marital status that treats pupils differently on the basis of sex.

Students' responsibilities related to marriage, pregnancy, and parenting may disrupt their education. In order to support married, pregnant, and parenting students with respect to their education and the healthy development of their children, revisions to the policy concerning married/pregnant/parenting students is necessary and specifically, to safeguard the rights of such students. No prior updates to BP 5146 have occurred since 2015. Such updates and enactment include language in the CSBA Gamut model policies.

**Documents Attached:**

1. Executive Summary
2. BP 5146 (Redlines)
3. BP 5146 (Revised)

<p><b>Estimated Time of Presentation:</b> 5 Minutes <b>Submitted by:</b> Raoul Bozio, In House Counsel <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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# Board of Education Executive Summary

## Legal Department

Revision to Board Policy (BP) 5146: Married/Pregnant/Parenting Students  
May 20, 2021



### I. Overview/History of Department or Program

In 2015, over 24,000 children were born to 15- to 19-year-olds in California. Nationwide, 70 percent of young parents are pushed out of school and fewer than four in 10 young mothers graduate from high school by 18 years of age.

California Education Code 221.51 prohibits districts from applying any rule concerning a student's actual or potential parental, family, or marital status that treats pupils differently on the basis of sex. Districts must provide notice to pregnant and parenting students of their rights and options through annual welcome packets and annual notices.

Under California Education Code 46015, pregnant and parenting students are entitled to eight weeks of parent leave in order to protect the health of the student who gives or expects to give birth and the infant and to allow the pregnant or parenting student to care for and bond with the infant.

The current version of Board Policy 5146 was adopted in 1998 and has been revised in 2002 and 2015. The proposed revisions to Board Policy 5146 are based on the updates provided by the California School Boards Association (CSBA). Further, the revised board policy now recognizes all of the rights of pregnant and parenting students (including their right to eight weeks of parental leave) to help support them to continue their education, attain strong academic and parenting skills, and promote the healthy development of their children as required under the Education Code.

### II. Driving Governance:

Pursuant to Education Code 46015(a):

The Legislature finds and declares that pregnant and parenting pupils are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. The Legislature hereby establishes the following accommodations as rights of pregnant and parenting pupils:

(1) A pregnant or parenting pupil is entitled to eight weeks of parental leave, which the pupil may take before the birth of the pupil's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the pupil who gives or expects to give birth and the infant, and to allow the pregnant or parenting pupil to care for and bond with the infant. It is the intent of the Legislature that the pupil, if the pupil is 18 years of age or older, or, if the pupil is under 18 years of age, the person holding the right to make



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educational decisions for the pupil, notify the school of the pupil's intent to exercise this right. Failure to notify the school shall not abridge the rights established by this paragraph or any other right established by this subdivision.

(2) A pregnant or parenting pupil who does not wish to take all or part of the parental leave to which they are entitled pursuant to paragraph (1) shall not be required to do so.

(3) A pregnant or parenting pupil is entitled to receive more than eight weeks of parental leave pursuant to paragraph (1) if deemed medically necessary by the pupil's physician.

(4) When a pupil takes parental leave pursuant to paragraph (1), the supervisor of attendance shall ensure that absences from the pupil's regular school program are excused until the pupil is able to return to the regular school program or an alternative education program.

(5) During parental leave taken pursuant to paragraph (1), a local educational agency shall not require a pregnant or parenting pupil to complete academic work or other school requirements.

(6) A pregnant or parenting pupil may return to the school and the course of study in which he or she was enrolled before taking parental leave pursuant to paragraph (1).

(7) Upon return to school after taking parental leave pursuant to paragraph (1), a pregnant or parenting pupil is entitled to opportunities to make up work missed during his or her leave, including, but not limited to, makeup work plans and reenrollment in courses.

(8) Notwithstanding any other law, a pregnant or parenting pupil may remain enrolled for a fifth year of instruction in the school in which the pupil was previously enrolled when it is necessary in order for the pupil to be able to complete state and any local graduation requirements, unless the local educational agency makes a finding that the pupil is reasonably able to complete the local educational agency's graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.

(9) A pupil who chooses not to return to the school in which he or she was enrolled before taking parental leave pursuant to paragraph (1) is entitled to alternative education options offered by the local educational agency.

# Board of Education Executive Summary

## Legal Department

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(10) In accordance with subdivision (d) of Section 221.51, a pregnant or parenting pupil who participates in an alternative education program shall be given educational programs, activities, and courses equal to those he or she would have been in if participating in the regular education program.

(11) A pupil shall not incur an academic penalty as a result of his or her use of the accommodations specified in this subdivision.

Pursuant to Education Code 48205:

(a) A local educational agency shall not apply any rule concerning a pupil's actual or potential parental, family, or marital status that treats pupils differently on the basis of sex.

(b) A local educational agency shall not exclude nor deny any pupil from any educational program or activity, including class or extracurricular activity, solely on the basis of the pupil's pregnancy, childbirth, false pregnancy, termination of pregnancy, or recovery therefrom.

(c) A local educational agency may require any pupil to obtain the certification of a physician or nurse practitioner that the pupil is physically and emotionally able to continue participation in the regular education program or activity.

(d) Pregnant or parenting pupils shall not be required to participate in pregnant minor programs or alternative education programs. Pregnant or parenting pupils who voluntarily participate in alternative education programs shall be given educational programs, activities, and courses equal to those they would have been in if participating in the regular education program.

### III. Budget:

The proposed policy is intended to recognize the responsibilities related to marriage, pregnancy, parenting, and related responsibilities and provide them with the opportunity to succeed academically while protecting their health and the health of their children.

### IV. Goals, Objectives and Measures:

Pursuant to the District's core beliefs under Board Policy 0100, the District believes "that all people excel in an environment that is SAFE, and offers everyone UNLIMITED OPPORTUNITIES for continuous growth and PERSONAL SUCCESS." As such, the goal is for the District to establish sound policy that recognizes the responsibilities of pregnant and parenting students and notify them of their rights in accordance with the law.

# Board of Education Executive Summary

## Legal Department

Revision to Board Policy (BP) 5146: Married/Pregnant/Parenting Students  
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### **V. Major Initiatives:**

This pregnant and parenting students policy is critical to promote students' health and wellness and the health and wellness of their children, as well as to provide them with the opportunity to succeed academically.

### **VI. Results:**

Approval of revision to Board Policy 5146. Ensure compliance with Education Code.

### **VII. Lessons Learned/Next Steps:**

Adoption of revised Board Policy 5146 concerning pregnant and parenting students. Information and correspondences concerning this matter have previously been shared with the District. Further updates will be provided as necessary.

Sacramento City USD  
Board Policy  
BP 5146  
Students

Married/Pregnant/Parenting Students

The Governing Board recognizes that ~~early responsibilities related to~~ marriage, pregnancy, or parenting and related responsibilities may disrupt a student's education and increase the chance of a student dropping out of school.- The Board therefore desires to support married, pregnant, and parenting students to continue their education, attain strong academic and parenting skills, and ~~to~~ promote the healthy development of their children.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

(cf. ~~5149 - At Risk Students~~)

~~(cf. 6011 - Academic Standards)~~

~~(cf. 6146.11 - Alternative Credits Toward Graduation)~~

~~(cf. 6146.1 - High School Graduation Requirements)~~

~~(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)~~

(cf. 6164.5 - Student Success Teams)

The district shall not ~~discriminate against~~ exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's ~~marital status~~, pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery. In addition, the district shall not adopt any rule concerning a student's actual or potential parental, family, or marital status that treats students differently on the basis of sex. (Education Code 221.51, 230; 20 USC 1681-1685 CCR 4950; 34 CFR 106.40)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available~~(cf. 5127 - Graduation Ceremonies to pregnant and Activities)~~parenting students under the law. In addition, pregnant and parenting

~~Any education program or activity, including any class or extracurricular activity, that is offered separately to such students shall be comparable to that offered to other district students. A student's participation in such programs shall be voluntary. (34 CFR 106.40)~~

~~(cf. 6142.7 – Physical Education and Activity)~~

~~(cf. 6145 – Extracurricular and Cocurricular Activities)~~

notified

~~Any complaint of discrimination on the basis of pregnancy or marital or parental status shall be addressed the rights and options available to them under the law through the district's uniform complaint procedures in accordance with 5 CCR 4600-4687 annual school year welcome packets and BP/AR 1312.3 – Uniform Complaint Procedures through independent study packets. (Education Code 222.5, 48980)~~

~~(cf. 1312.3 – Uniform Complaint Procedures)~~

(cf. 5145.6 - Parental Notifications)

For school-related purposes, ~~married students~~ a student under the age of 18 ~~are emancipated minors and years who enters into a valid marriage shall~~ have all the rights and privileges of ~~a student~~ students who ~~is~~ are 18 years old, even if the marriage has been dissolved. (Family Code 7002)

~~The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on participation rates in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.~~

~~(cf. 0500 – Accountability)~~

~~(cf. 6162.5 – Student Assessment)~~

Education and Support Services for Pregnant and Parenting Students

Pregnant and parenting students shall retain the right to participate in ~~any comprehensive school~~ the regular education program or ~~educational~~ an alternative education program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the ~~individual~~ student and/or the student's child. ~~(Education Code 54745)~~

(cf. 6158 - Independent Study)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6184 - Continuation Education)

(cf. 6200 - Adult Education)

Any alternative education program, activity, or course that is offered separately to pregnant or parenting students, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (When necessary, the district shall provide reasonable accommodations to pregnant and parenting students to enable them to access the educational program.—Education Code 221.51; 5 CCR 4950)

If required for students with any other temporary disabling condition, the Superintendent or designee may require a student, based on~~A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. A lactating student shall have access to a private location, other than a restroom, to breastfeed or express milk for her infant child.~~

~~(cf. 6183 - Home and Hospital Instruction)~~

~~A student may be required, based on her pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician or nurse practitioner indicating that she the student is physically and emotionally able to participate continue participation in an educational the regular education program or activity, if other students with physical or emotional conditions or temporary disabilities are required by the district to provide such certification.— (. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)~~

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6183 - Home and Hospital Instruction)

To the extent feasible, the district shall provide educational and related support services ~~shall be provided~~, either through the district directly or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Child care and development services for the children of parenting students on or near school site(s) during the school day and during school-sponsored activities

(cf. ~~1020 - Youth Services~~)

(~~cf. 1400 - Relations Between Other Governmental Agencies and the Schools~~)

(~~cf. 5148 - Child Care and Development~~)

2. Parenting education and life skills instruction

3. Special school nutrition supplements for pregnant and lactating students pursuant to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28

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

(cf. 5030 - Student Wellness)

4. Health care services, including prenatal care

(cf. 5141.6 - School Health Services)

5. Tobacco, alcohol, and/or drug prevention and intervention services

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

6. Academic and personal counseling

(cf. 6164.2 - Guidance/Counseling Services)

7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

(cf. 6179 - Supplemental Instruction)

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

## Absences

Pregnant or parenting students may be excused for absences ~~related to confidential~~for medical appointments and other purposes specified in ~~accordance with~~BP/AR 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

(cf. 5113 - Absences and Excuses)

## Parental Leave

A pregnant or parenting student shall be entitled to eight weeks of parental leave in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. The Superintendent or designee may grant parental leave beyond eight weeks if deemed medically necessary by the student's physician. (Education Code 46015; 34 CFR 106.40)

The student, if age 18 years or older, or the student's parent/guardian shall notify the school of the student's intent to take parental leave. No student shall be required to take all or part of the parental leave. (Education Code 46015)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A pregnant or parenting student shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

~~(cf. The Superintendent or designee shall grant a student a leave of absence due to pregnancy, childbirth, false pregnancy, termination of pregnancy, and related recovery for as long as it is deemed medically necessary by her physician. At the conclusion of the leave, the student shall be reinstated to the status she held when the leave began. (34 CFR 106.40)~~

~~(cf. 5112.3 – Student Leave of Absence)~~5113.11 - Attendance Supervision)



Following the leave, a pregnant or parenting student may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. Upon return to school, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

~~A pregnant or parenting student also may request exemption from attendance because of a related physical or mental condition or because of personal services that must be rendered to a dependent. (Education Code 48410)~~

~~(cf. 5112.1 – Exemptions from Attendance)~~

~~(cf. 6146.1 - High School Graduation Requirements)~~

~~(cf. 6146.11 - Alternative Credits Toward Graduation)~~

~~(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)~~

### Accommodations

When necessary, the district shall provide accommodations to enable a pregnant or parenting student to access the educational program.

A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. (34 CFR 106.40)

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222)

1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child

2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk

3. Access to a power source for a breast pump or any other equipment used to express breast milk

4. Access to a place to store expressed breast milk safely

5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

### Complaints

Any complaint alleging discrimination on the basis of pregnancy or marital or parental status, district noncompliance with the requirements of Education Code 46015, or district noncompliance with the requirement to provide reasonable accommodations for lactating students shall be addressed through the district's uniform complaint procedures in accordance with 5 CCR 4600-4670 and BP/AR 1312.3 - Uniform Complaint Procedures. A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 222, 46015; 5 CCR 4600- 4670)

(cf. 1312.3 - Uniform Complaint Procedures)

### Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on student participation in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

(cf. 6190 - Evaluation of the Instructional Program)

### Legal Reference:

#### EDUCATION CODE

221.51 Nondiscrimination; married, pregnant, and parenting students

222 Reasonable accommodations; lactating students

222.5 Pregnant and parenting students, notification of rights

230 Sex discrimination

8200-8498 Child Care and Development Services Act

[46015 Parental leave](#)

48205 Excused absences

[48206.3 Temporary disability, definition](#)

48220 Compulsory education requirement

48410 Persons exempted from continuation classes

[48980 Parental notifications](#)

49553 Nutrition supplements for pregnant/lactating students

51220.5 Parenting skills and education

51745 Independent study

52610.5 Enrollment of pregnant and parenting students in adult education

~~54740-54749 Cal-SAFE program for pregnant/parenting students and their children~~

[CIVIL CODE](#)

[51 Unruh Civil Rights Act](#)

FAMILY CODE

7002 Description of emancipated minor

HEALTH AND SAFETY CODE

104460 Tobacco prevention services for pregnant and parenting students

CODE OF REGULATIONS, TITLE 5

4600-~~4687~~4670 Uniform complaint procedures

4950 Nondiscrimination, marital and parental status

CODE OF REGULATIONS, TITLE 22

101151-101239.2 General licensing requirements for child care centers

101351-101439.1 Infant care centers

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, Education Act Amendments

UNITED STATES CODE, TITLE 42

1786 Special supplemental nutrition program for women, infants, and children

CODE OF FEDERAL REGULATIONS, TITLE 7

246.1-246.28 Special supplemental nutrition program for women, infants, and children

CODE OF FEDERAL REGULATIONS, TITLE 34

106.40 Marital or parental status

ATTORNEY GENERAL OPINIONS

87 Ops.Cal.Atty.Gen. 168 (2004)

COURT DECISIONS

American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307

Management Resources:

CALIFORNIA WOMEN'S LAW CENTER PUBLICATIONS

[Pregnant Students and Confidential Medical Services, 2013](#)

Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements, [2012](#)

The Civil Rights of Pregnant and Parenting Teens in California Schools, 2002

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Education Amendments of 1972, rev. June 2013

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

California Women's Law Center: <http://www.cwlc.org>

U.S. Department of Agriculture, Women, Infants, and Children Program:  
<http://www.fns.usda.gov/wic>

U.S. Department of Education: <http://www.ed.gov>

Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

adopted: November 18, 1998 Sacramento, California

revised: April 15, 2002

revised: January 8, 2015

revised: TBD

Sacramento City USD  
Board Policy  
BP 5146  
Students

Married/Pregnant/Parenting Students

The Governing Board recognizes that responsibilities related to marriage, pregnancy, or parenting and related responsibilities may disrupt a student's education and increase the chance of a student dropping out of school. The Board therefore desires to support married, pregnant, and parenting students to continue their education, attain strong academic and parenting skills, and promote the healthy development of their children.

(cf. 5113.1 - Chronic Absence and Truancy)  
(cf. 5147 - Dropout Prevention)  
(cf. 6011 - Academic Standards)  
(cf. 6164.5 - Student Success Teams)

The district shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery. In addition, the district shall not adopt any rule concerning a student's actual or potential parental, family, or marital status that treats students differently on the basis of sex. (Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available to them under the law through annual school year welcome packets and through independent study packets. (Education Code 222.5, 48980)

(cf. 5145.6 - Parental Notifications)

For school-related purposes, a student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years old, even if the marriage has been dissolved. (Family Code 7002)

Education and Support Services for Pregnant and Parenting Students

Pregnant and parenting students shall retain the right to participate in the regular education program or an alternative education program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or the student's child.

(cf. 6158 - Independent Study)  
(cf. 6181 - Alternative Schools/Programs of Choice)  
(cf. 6184 - Continuation Education)  
(cf. 6200 - Adult Education)

Any alternative education program, activity, or course that is offered separately to pregnant or parenting students, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (Education Code 221.51; 5 CCR 4950)

If required for students with any other temporary disabling condition, the Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the regular education program or activity. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)

(cf. 6142.7 - Physical Education and Activity)  
(cf. 6145 - Extracurricular and Cocurricular Activities)  
(cf. 6183 - Home and Hospital Instruction)

To the extent feasible, the district shall provide educational and related support services, either directly or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Child care and development services for the children of parenting students on or near school site(s) during the school day and during school-sponsored activities

(cf. 5148 - Child Care and Development)

2. Parenting education and life skills instruction

3. Special school nutrition supplements for pregnant and lactating students pursuant to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28

(cf. 3550 - Food Service/Child Nutrition Program)  
(cf. 5030 - Student Wellness)

4. Health care services, including prenatal care

(cf. 5141.6 - School Health Services)

5. Tobacco, alcohol, and/or drug prevention and intervention services

(cf. 5131.6 - Alcohol and Other Drugs)  
(cf. 5131.62 - Tobacco)

6. Academic and personal counseling

(cf. 6164.2 - Guidance/Counseling Services)

7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

(cf. 6179 - Supplemental Instruction)

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Absences

Pregnant or parenting students may be excused for absences for medical appointments and other purposes specified in BP/AR 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

(cf. 5113 - Absences and Excuses)

Parental Leave

A pregnant or parenting student shall be entitled to eight weeks of parental leave in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. The Superintendent or designee may grant parental leave beyond eight weeks if deemed medically necessary by the student's physician. (Education Code 46015; 34 CFR 106.40)

The student, if age 18 years or older, or the student's parent/guardian shall notify the school of the student's intent to take parental leave. No student shall be required to take all or part of the parental leave. (Education Code 46015)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A pregnant or parenting student shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

(cf. 5113.11 - Attendance Supervision)

Following the leave, a pregnant or parenting student may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. Upon return to school, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

#### Accommodations

When necessary, the district shall provide accommodations to enable a pregnant or parenting student to access the educational program.

A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. (34 CFR 106.40)

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222)

1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
3. Access to a power source for a breast pump or any other equipment used to express breast milk
4. Access to a place to store expressed breast milk safely
5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child



## Complaints

Any complaint alleging discrimination on the basis of pregnancy or marital or parental status, district noncompliance with the requirements of Education Code 46015, or district noncompliance with the requirement to provide reasonable accommodations for lactating students shall be addressed through the district's uniform complaint procedures in accordance with 5 CCR 4600-4670 and BP/AR 1312.3 - Uniform Complaint Procedures. A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 222, 46015; 5 CCR 4600- 4670)

(cf. 1312.3 - Uniform Complaint Procedures)

## Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on student participation in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

(cf. 6190 - Evaluation of the Instructional Program)

## Legal Reference:

### EDUCATION CODE

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222 Reasonable accommodations; lactating students

222.5 Pregnant and parenting students, notification of rights

230 Sex discrimination

8200-8498 Child Care and Development Services Act

46015 Parental leave

48205 Excused absences

48206.3 Temporary disability, definition

48220 Compulsory education requirement

48410 Persons exempted from continuation classes

48980 Parental notifications

49553 Nutrition supplements for pregnant/lactating students

51220.5 Parenting skills and education

51745 Independent study

52610.5 Enrollment of pregnant and parenting students in adult education

### CIVIL CODE

51 Unruh Civil Rights Act

### FAMILY CODE

7002 Description of emancipated minor

### HEALTH AND SAFETY CODE

104460 Tobacco prevention services for pregnant and parenting students  
CODE OF REGULATIONS, TITLE 5  
4600-4670 Uniform complaint procedures  
4950 Nondiscrimination, marital and parental status  
CODE OF REGULATIONS, TITLE 22  
101151-101239.2 General licensing requirements for child care centers  
101351-101439.1 Infant care centers  
UNITED STATES CODE, TITLE 20  
1681-1688 Title IX, Education Act Amendments  
UNITED STATES CODE, TITLE 42  
1786 Special supplemental nutrition program for women, infants, and children  
CODE OF FEDERAL REGULATIONS, TITLE 7  
246.1-246.28 Special supplemental nutrition program for women, infants, and children  
CODE OF FEDERAL REGULATIONS, TITLE 34  
106.40 Marital or parental status  
ATTORNEY GENERAL OPINIONS  
87 Ops.Cal.Atty.Gen. 168 (2004)  
COURT DECISIONS  
American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307

Management Resources:

CALIFORNIA WOMEN'S LAW CENTER PUBLICATIONS

Pregnant Students and Confidential Medical Services, 2013

Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements, 2012

The Civil Rights of Pregnant and Parenting Teens in California Schools, 2002

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Education Amendments of 1972, rev. June 2013

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

California Women's Law Center: <http://www.cwlc.org>

U.S. Department of Agriculture, Women, Infants, and Children Program:

<http://www.fns.usda.gov/wic>

U.S. Department of Education: <http://www.ed.gov>

Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

adopted: November 18, 1998 Sacramento, California

revised: April 15, 2002

revised: January 8, 2015

revised: TBD



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1a

**Meeting Date:** May 20, 2021

**Subject:** Approval/Ratification of Grants, Entitlements, and Other Income Agreements  
Approval/Ratification of Other Agreements  
Approval of Bid Awards  
Approval of Declared Surplus Materials and Equipment  
Change Notices  
Notices of Completion

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Business Services

**Recommendation:** Recommend approval of items submitted.

**Background/Rationale:**

**Financial Considerations:** See attached.

**LCAP Goal(s):** College, Career and Life Ready Graduates; Safe, Emotionally Healthy, Engaged Students; Family and Community Empowerment; Operational Excellence

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Notices of Completion – Facilities Projects

**Estimated Time of Presentation:** N/A  
**Submitted by:** Rose Ramos, Chief Business Officer  
 Jessica Sulli, Contract Specialist  
**Approved by:** Jorge A. Aguilar, Superintendent

## GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<b>STUDENT SUPPORT &amp; HEALTH SERVICES</b>		
California Department of Education A21-00105	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$2,500,000 No Match
<p>3/15/20 – 9/30/22: 2020 California Community Schools Partnership Program (CCSPP). A community school is a “whole-child” school improvement strategy where the district and school work closely with teachers, students, and families. Community schools partner with community agencies and local government to align community resources to improve student outcomes. CCSPP is a competitive grant that can be used for: expanding and sustaining existing single, or a network of, community schools; coordinating and providing health, mental health, and pupil support services to pupils and families at community schools; and providing training and support to LEA personnel to help develop best practices for integrating pupil supports.</p> <p>For this grant program the District has designated five schools as the South Sacramento Community School (SSCS) consortium: Luther Burbank High School, Rosa Parks K-8, John Still K-8, Parkway Elementary and Nicholas Elementary which together serve over 4,000 students. All schools in the SSCS network are identified as having the highest needs based on the Student Services Equity Index which uses school data with a weighted formula to identify the schools most in need of student support services. The District delivers these support services through site-based Student Support Centers which provide school-based mental health services and case management to link students and families to local resources for a myriad of basic needs and physical/mental/behavioral health needs. Three of the five SSCS sites have this Student Support Center structure in place. Funding through this grant will provide staff support at all five sites to expand services and resources, especially much-needed mental health services, to additional students, staff and families. The expansion of Student Support Centers community-school model will create a supportive pathway that follows students from preschool through 12th grade within this geographic area.</p> <p>Students, families and staff in the five schools in the SSCS collaborative experienced overwhelming mental health needs prior to the COVID pandemic that have only been exacerbated over the past eight months. Consequently, the District’s plan of action for the grant funds involves a coordinated effort to increase awareness of mental health services and resources and reduce the stigma associated with mental health and wellness through:</p> <ul style="list-style-type: none"> <li>• Enhanced coordination of services to reduce gaps within the existing service continuum at and among the five school sites with school site staff, students, family and community partners. Integrated support services, including the coordination of health, mental health, and social services that ensure coordination and support with county and local educational agency resources, and early screening and intervention for learning and other needs.</li> <li>• Collaborative leadership and practices for educators and administrators, including professional development to support mental and behavioral health, trauma-informed care, social-emotional learning, restorative justice, and other key areas. Enhance school and/or relationship success for students, teachers, families and staff, reduce stigma, and reduce future mental health crises that result in psychiatric hospitalization.</li> <li>• Family Engagement - Families will be provided with mental health resources, opportunities to participate in school-site training, and other engagement outreach such as home visits and home-school collaboration. Educators, administrators, and Expanded learning staff will be engaged in trauma and mental health training provided by Student Support Center staff and community partners</li> </ul>		

<b><u>SPECIAL EDUCATION</u></b>		
California Department of Education A21-00106	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2019/20	\$273,572
7/1/20 – 9/30/22: Federal Preschool Grant per the Individuals with Disabilities Education Act, Part B. Funding supports certificated and classified staff who assess, evaluate, and provide instruction to preschool age children. Children are referred for evaluation by preschool staff. This grant also supports multi-cultural intervention at the preschool level.		

## **EXPENDITURE AND OTHER AGREEMENTS**

### **Restricted Funds**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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#### **PURCHASING SERVICES**

Associated Valuation Services R21-04052	4/20/21 – 12/31/21: Ratification of agreement for inventory services is requested. A physical inventory of the District's asset items (computers, vehicles, equipment) is required in order to correct Federal Program Monitoring (FPM) audit findings as well as to meet Governmental Accounting Standards Board (GASB) requirements. Due to distance learning the District's device inventory has increased exponentially and the physical inventory will assist in tracking all the District's devices both new and previous. The inventory will also allow the District to satisfy the Title I inventory requirements.	\$319,066 ESSER Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

#### **SPECIAL EDUCATION**

Nonpublic School and Agency Providers	7/1/20 – 6/30/22: Approve new master contracts for Nonpublic School or Agency Services with Chartwell School, Devereux Glenholme School, Global Teletherapy, Presence Learning, and TalkPath Live and approve an increase to the existing 2020/21 contract with Jabbergy.	See Below Special Education Funds
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Non-Public School services include basic education, related services, and room and board/mental health services for students in day treatment programs/residential placements. Non-Public Agency services include Speech and Language Pathology, Occupational Therapy, Physical Therapy, Music Therapy, aides, and nurses for services that are identified on Individual Education Plans (IEPs). When the District is not able to provide services via District employees, the use of contract agencies is necessary to ensure that we comply with state and federal law that govern special education.

#### **New Non-Public School Contracts:**

S21-00066	Chartwell School	\$12,000
S21-00065	Devereux Glenholme School	\$65,000
S21-00067	Global Teletherapy	\$300,000
S21-00068	Presence Learning	\$300,000
S21-00069	TalkPath Live	\$300,000

#### **Non-Public School/Agency Contract Increase**

S21-00025	Jabbergy, increase \$825,000	New Total \$3,625,000
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**STUDENT SUPPORT SERVICES**

City Year SA22-00001  New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	7/1/21 – 6/30/22: Continued implementation of City Year’s Whole School, Whole Child Model at Leataata Floyd, Fr. Keith B. Kenny, Oak Ridge, Rosa Parks and Fern Bacon schools, as well as Earl Warren which was added as a City Year site in the 20-21 school year. Support for Earl Warren was provided by a benefactor for the site’s first year hosting a City Year team. City Year will place sixty-six (66) AmeriCorps members, ages 18-25, to serve in SCUSD schools throughout the school day (before, during and after school), in-person and/or virtually, as applicable.	\$662,500 Title I Funds  \$245,000 Title IV Funds  Total: \$907,500
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City Year will support Whole School tier 1 initiatives, morning greetings, whole classroom support, Google classroom community building, extra-curricular group connectedness, extended day programming, family engagement (phone calls home, family engagement events, reinforcement of positive attendance), academic intervention in ELA and Math, social emotional skill development, and homework support. In a coordinated effort with site principals and teachers, City Year will identify focus students in Grades 2- 8 to support with appropriate academic and social emotional support.

Students Support seeks to renew this agreement for the 9th year because of the success of the partnership to date. Multiple studies demonstrate City Year’s impact at the whole school and individual student level. A new study by Johns Hopkins University found that the more time students spend with City Year AmeriCorps members the better students’ social-emotional, academic and attendance outcomes. Additionally, a PSA study found that sites supported by City Year are up to two to three times more likely to improve on state English and Math assessments.

In a year where school systems were shaken by the pandemic, here in SCUSD City Year provided 50,000 hours of expanded resources by leading small groups in virtual breakout rooms, monitored chats, provided social emotional support to students, helped engage students in learning, and provided technology support to educators and students. In a site survey, administrators and classroom educators unanimously agreed that City Year helped students feel a sense of belonging and helped support engagement and participation. Through the partnership City Year, the District will aim to continue to increase academic gains, improve school attendance, and enhance student wellness.

**NOTICES OF COMPLETION – FACILITIES PROJECTS**

Contract work is complete and Notices of Completion may be executed.

<b>Contractor</b>	<b>Project</b>	<b>Completion Date</b>
Clark Sullivan Construction	Luther Burbank Core Academic Renovation	4/16/21

### Grant Award Notification


<b>GRANTEE NAME AND ADDRESS</b> Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824				<b>CDE GRANT NUMBER</b>					
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>		
				2020	15537	67439	00		
<b>Attention</b> Jorge Aguilar				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>		
<b>Program Office</b> Superintendent's Office				<b>Resource Code</b>	<b>Revenue Object Code</b>	34			
<b>Telephone</b> 916-643-9000				3211	8290	<b>INDEX</b>			
<b>Name of Grant Program</b> California Community Schools Partnership Program						0615			
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>			
	\$2,500,000.00		\$2,500,000.00		03/15/2020	09/30/2022			
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>				
84.425	S425D200016	Elementary and Secondary School Emergency Relief Fund			Department of Education				

I am pleased to inform you that you have been funded for the California Community Schools Partnership Program.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Lisa Reimers, Education Programs Consultant  
 Career and College Transition Division  
 California Department of Education  
 1430 N Street, Suite 4202  
 Sacramento, CA 95814-5901

<b>California Department of Education Contact</b> Lisa Reimers		<b>Job Title</b> Education Programs Consultant	
<b>E-mail Address</b> <a href="mailto:LReimers@cde.ca.gov">LReimers@cde.ca.gov</a>			<b>Telephone</b> 916-322-1762
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 			<b>Date</b> March 24, 2021

**CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS**

*On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.*

<b>Printed Name of Authorized Agent</b>		<b>Title</b>	
<b>E-mail Address</b>		<b>Telephone</b>	
<b>Signature</b> ▶		<b>Date</b>	

**RECEIVED**  
**APR 26 2021**

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870	<b>CDE GRANT NUMBER</b>			
	<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
	20	13430	67439	01
<b>Attention</b> Jorge Aguilar, Superintendent	<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b>	
<b>Program Office</b> Sacramento City Unified SELPA, 3412	<b>Resource Code</b>	<b>Revenue Object Code</b>	34	
<b>Telephone</b> 916-643-9000	3315	8182	<b>INDEX</b>	

<b>Name of Grant Program</b> 2020–21 Individuals with Disabilities Education Act 619 Federal Preschool Grant	0663
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GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	273572		273572		07/01/2020	09/30/2022

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency
84.173A	H173A200120	Individuals with Disabilities Education Act Part B, Section 619	United States Department of Education


I am pleased to inform you that you have been funded for the Individuals with Disabilities Education Act (IDEA) 619 Federal Preschool Grant award.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original Grant Award Notification form (AO-400) with original signature to:


California Department of Education  
 Timothy Nash, Special Education Division  
 1430 N Street, Room 2401  
 Sacramento, CA 95814-5901

Please also scan and email a copy of the signed Grant Award Notification to [PPL@cde.ca.gov](mailto:PPL@cde.ca.gov).

<b>California Department of Education Contact</b> Chris Essman, Special Education Division	<b>Job Title</b> Education Programs Consultant
<b>Email Address</b> <a href="mailto:cessman@cde.ca.gov">cessman@cde.ca.gov</a>	<b>Telephone</b> 916-327-3507
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 	<b>Date</b> April 19, 2021

**CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS**

*On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.*

<b>Printed Name of Authorized Agent</b>	<b>Title</b>	<b>RECEIVED</b>
<b>Email Address</b>	<b>Telephone</b>	MAY - 5 2021
<b>Signature</b> 	<b>Date</b>	OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District



### Grant Award Notification (Continued)

The following grant conditions apply:

1. This grant was awarded to the California Department of Education (CDE) by the U.S. Department of Education (ED). This program is authorized under the Individuals with Disabilities Education Act (IDEA), Part B, Section 619, as amended on December 3, 2004, and codified under Public Law (PL) 108-446, 20 *United States Code (USC)* 1400 et seq. Implementing regulations for this program are in Title 34 of the *Code of Federal Regulations (CFR)* Part 300. This grant shall be administered in accordance with the provisions of the IDEA.
2. IDEA Part B funds are subject to the uniform administrative requirements, cost principles, and audit requirements for federal awards codified in 2 *CFR* Part 200 and commonly referred to as the uniform guidance. The uniform guidance provisions in 2 *CFR* Part 200 replace provisions previously found in the Education Department General Administrative Regulations in 34 *CFR* parts 74 and 80 and prior Office of Management and Budget Circulars A-87 and A-133.
3. General assurances and certifications are required for grants supported by federal funds and are hereby incorporated by reference. The CDE has agreed to accept the assurances your agency currently provides in the Consolidated Application. Information about the general assurances and certifications are available on the CDE General Assurances 2020-21 web page at <https://www.cde.ca.gov/fg/fo/fm/generalassurances2020.asp>.
4. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the AO-400 form, which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 form to the CDE.
5. The grantee must complete and return to the CDE the Expenditure Report. Please ensure that these funds are appropriately reported by using the Standardized Account Code Structure indicated on this award. All approved project funds must be expended within the designated award period. Refer to the enclosed Expenditure Report Instruction for detailed information on reporting requirements and payment reimbursements. Note: The Federal Cash Management Improvement Act of 1990 was enacted by PL 101-453 and codified at 31 *USC* sections 3335, 6501, and 6503. The implementing regulations are provided in Title 31 of the *CFR* Part 205. In accordance with Title 31 *CFR* Part 205.10, the CDE grant allocations must be limited to the actual, immediate cash requirements of the grantee.
6. Upon completion of grant conditions 3 through 5, the initial payment will be processed up to the actual expenditures reported.
7. The grantee must provide the special education local plan area (SELPA) responsible local agency/administrative unit (RLA/AU) negotiated, approved, federally recognized indirect cost rate (ICR) for agency-wide and general management costs according to *CFR* Part 200.331(a)(4). The CDE-approved rates for local educational agencies (LEAs) are available on the CDE indirect cost rates (ICR) web page at <https://www.cde.ca.gov/fg/ac/ic/>. The SELPA RLA/AU must complete the ICR report and return with the final expenditure report. When submitting ICR report, the grantee must report the maximum allowable and actual indirect cost claimed by each SELPA RLA/AU receiving IDEA funds excluding pass through to LEAs.
8. The grantee must return to the CDE the final expenditure report and ICR report no later than

**Grant Award Notification (Continued)**

**October 11, 2022**, to meet end-of-year federal reporting and payment deadlines. Upon receipt of these documents, up to 100 percent of the grant will be reimbursed.

9. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Information about the ED OIG Hotline is available on the OIG Hotline Fraud Prevention web page at <https://www2.ed.gov/about/offices/list/oig/hotline.html>.
10. Under authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

If you have any fiscal questions regarding this grant, please contact Timothy Nash, Associate Governmental Program Analyst, Special Education Division, by phone at 916-319-0465 or by email at [PPL@cde.ca.gov](mailto:PPL@cde.ca.gov).

cc: Business Fiscal Officer: Expenditure Report  
SELPA Director

**Acronym Legend:**  
SELPA: Special Education Local Plan Area  
SCO: State Controller's Office

**Return completed form to:**  
Special Education Division  
Administrative Services Unit  
California Department of Education  
1430 N Street, Suite 2401  
Sacramento, CA 95814-5901  
or email report to [SEDgrants@cde.ca.gov](mailto:SEDgrants@cde.ca.gov)

## Special Education Federal Grants: Expenditure Report

**Grant Fiscal Year:**

**Grant Name:**

**Grantee Name:**

**SELPA Name:**  **SELPA Code:**

**Program Cost Account:**  **Vendor Number:**  **Suffix:**

**Standardized Account Code Structure (SACS) Resource Code:**

Refer to the Grant Award Notification for grant award period dates.

Refer to the Expenditure Report Instructions for reports 1–7 report periods, due dates, and reimbursement requirements.

### Report Periods

Check the appropriate boxes to indicate the report period for this report.

- Report 1
- Report 2
- Report 3
- Report 4
- Report 5
- Report 6
- Report 7
- Final Report

### Final Report:

The Grantees may submit a Final Expenditure Report (FER) prior to the award ending date, if funds have been fully expended. Upon receipt of the FER and Indirect Cost Rate (ICR) Report (if applicable), the California Department of Education (CDE) will issue up to 100 percent of the total grant award. Refer to the Grant Award Notification conditions for ICR Report requirements. If the grantee did not expend all funds received, the CDE will issue an invoice for the amount (if any) determined as excess to be returned.

**Expenditures Summary. Complete the table below:**

Description	Amount
<b>A. Total Grant Award Amount</b>	
B. Prior Cumulative Actual Expenditures Reported [includes Comprehensive Coordinated Early Intervening Services (CCEIS) and Private Parentally Placed Individual Service Plan (PPP ISP), if applicable]	
C. Current Actual Expenditures	
D. Current CCEIS Actual Expenditures (if applicable)	
E. Current PPP ISP Actual Expenditures (if applicable)	
PPP ISP Set Aside Amount (if applicable)	
<b>F. Total Combined Expenditures (B through E)</b>	
G. Cash Payments Received	
H. Reimbursement Claimed (F minus G)	
I. <b>Report on Final Expenditures Report Only:</b> Indicate the Total Indirect Cost Claimed [as reported on the ICR Report (if applicable)]	
J. Unused Balance (A minus F)	
K. Excess To Be Returned (G minus F)	

**Certification**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812). Full records of receipts and expenditures have been maintained and are available for a period of five years after submission of a Final Expenditure Report.

Name and Title of Authorized Agent	Name and Title of Contact Person	Email and Phone Number of Contact Person
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Signature of Authorized Agent

Signed By: _____	Date Signed: _____
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**For CDE Use (Revised 1/2021):**

Approved By: _____	Date Approved: _____	Budget Plan: _____	
Interim Payment: _____	Final Payment: _____	Date to SCO: _____	
Payment Identifier: _____	Voucher Number: _____		

## **AGREEMENT FOR SERVICES**

This is more than an agreement; it is intended to be a legally binding contract. Read it completely and carefully.

**Inventory Audit of asset items with an original cost of \$500 and above including and limited to Chromebooks/Tablets/Mini Computers/Laptops under the \$500 threshold.**

This AGREEMENT and its attachments, originated in Modesto, California, are made between ASSOCIATED VALUATION SERVICES, INC. hereinafter referred to as the Consultant, and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT hereinafter referred to as the District.

### **WITNESSETH**

Whereas, the District is authorized to contract with and employ an independent contractor specially trained to perform special services required; and

Whereas, the Consultant is specially trained, experienced, and competent to perform the special services as a Consultant pursuant to this Agreement:

### **IT IS THEREFORE AGREED AS FOLLOWS:**

The District hereby retains and employs the Consultant as an independent contractor upon the terms and conditions hereinafter set forth and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned as an independent contractor upon said terms and conditions.

The period of this Agreement shall be from April 20, 2021 to December 31, 2021. The services herein provided by the Consultant shall be as follows:

#### **1. REGULAR SERVICES**

- a. Complete the District's physical inventory of asset items (computers, vehicles, equipment) with an original cost of \$500 and above including and limited to only Chromebook/Tablets /Laptops/Mini Computers under \$500 threshold based on the criteria set forth by the District's guidelines as stated within their Request for Proposal and/or the Consultant's service proposal.
- b. Completion of onsite inventory for above referenced District members shall be no later than December 31, 2021 or 90 days after the receipt of the signed agreement, whichever is later.

#### **2. INVENTORY SERVICES**

- a. At each site complete a room by room inspection, inventory District's previously barcode tagged items with an original cost of \$500 or more including and limited to only Chromebook/Tablets /Laptops/Mini Computers under \$500 threshold. Items included are equipment, furniture, non-licensed vehicles, technology. Consultant will not be tagging assets or receiving barcode labels from the District. All onsite site audit visits are to be completed before data is processed and reports are completed. Consultant will not return to sites to inventory any assets or provide additional services unless separately contracted to do so.
- b. It will be the responsibility of Associated Valuation Services, Inc. to conduct and complete the contacts and appointments to conduct the appropriate inventory schedule.
- c. District will supply Consultant a current list of vehicles, technology items, and musical instruments, as available. Items (such as projectors and cameras) mounted above 8 feet from floor that need to be included in the inventory will also need a current list provided by the District.
- d. District will supply Consultant with Wi-Fi network access information prior to and during the onsite inventories including login information and passwords at no cost or liability to both the District and the Consultant.
- e. Consultant will supply District with reports as listed in Item 3 for review by the District after the entire onsite inventory has been completed. Consultant will not return to sites to inventory any unfound, unaccounted for or inaccessible items or other services unless separately contracted to do so.

#### **3. INVENTORY REPORTS**

- a. Inventory report listing all inventorial items by site/building/room.
- b. Inventory report listing all inventorial items by sequential Bar Code identifier number.
- c. Inventory report listing all inventorial items by category and sub-category.
- d. Each inventory report will list Site name, Building/room, bar code number, make, model (#), serial number and description/type. These items will be listed if applicable, accessible and/or available.
- e. Unaccounted For Items and Inaccessible reconciliation worksheet reports.

#### **4. ITEMS NOT TO BE PHYSICALLY INVENTORIED**

- a. Computer monitors 36 inches or less.
- b. Televisions with a screen 55 inches or less.
- c. All copiers that are leased.
- d. Any type of Computers in any individual protection cases.
- e. Any asset not physically accessible or present or in locked carts, stored in cabinets or not physically available during the onsite inventory.
- f. Vehicles licensed by the State of California Department of Motor Vehicles
- g. Musical Instruments
- h. Items such as Projectors and cameras mounted above 8 feet from floor.
- i. Buildings/structures land improvements, infrastructure, and land.

**AGREEMENT FOR SERVICES**

This is more than an agreement; it is intended to be a legally binding contract. Read it completely and carefully.

**Inventory Audit of asset items with an original cost of \$500 and above including and limited to Chromebooks/Tablets/Mini Computers/Laptops under the \$500 threshold.**

5. **FEE SCHEDULE/TERMS**

The fees for the subject inventory services, and to comply with GASB 34, is all inclusive and includes all aspects in compiling the information and completing the report, travel expenses and time and all other associated expenses are as follows:

**Sacramento City Unified School District (89 Sites)**

<b><u>Name</u></b>	<b><u>Address</u></b>	<b><u>City</u></b>	<b><u>State</u></b>	<b><u>ZIP</u></b>
A. M. Winn Waldorf-Inspired	3351 Explorer Drive	Sacramento	CA	95827-2954
Abraham Lincoln Elementary	3324 Glenmoor Drive	Sacramento	CA	95827-2436
Albert Einstein Middle	9325 Mirandy Drive	Sacramento	CA	95826-5224
Alice Birney Waldorf-Inspired	6251 13th Street	Sacramento	CA	95831-1861
American Legion High (Continuation)	3801 Broadway	Sacramento	CA	95817-3399
Arthur A. Benjamin Health Professions High	451 McClatchy Way	Sacramento	CA	95818-2806
Aspire Capitol Heights Academy	2520 33rd Street	Sacramento	CA	95817-1943
Bowling Green Elementary	4211 Turnbridge Drive	Sacramento	CA	95823-1999
Bret Harte Elementary	2751 Ninth Avenue	Sacramento	CA	95818-4406
C. K. McClatchy High	3066 Freeport Boulevard	Sacramento	CA	95818-4349
Caleb Greenwood Elementary	5457 Carlson Drive	Sacramento	CA	95819-2453
California Middle	1600 Vallejo Way	Sacramento	CA	95818-3837
California Montessori Project - Capitol Campus	2635 Chestnut Hill Drive	Sacramento	CA	95826-2912
Camellia Elementary	6600 Cougar Drive	Sacramento	CA	95828-1463
Capital City Independent Study	7222 24th Street	Sacramento	CA	95823-4978
Capitol Collegiate Academy	2118 Meadowview Road	Sacramento	CA	95832-1212
Caroline Wenzel Elementary	6870 Greenhaven Drive	Sacramento	CA	95831-2759
Cesar Chavez Intermediate	7500 32nd Street	Sacramento	CA	95822-5801
Crocker/Riverside Elementary	2970 Riverside Boulevard	Sacramento	CA	95818-3763
David Lubin Elementary	3535 M Street	Sacramento	CA	95816-5403
Earl Warren Elementary	5420 Lowell Street	Sacramento	CA	95820-6606
Edward Kemble Elementary	7495 29th Street	Sacramento	CA	95822-5525
Elder Creek Elementary	7934 Lemon Hill Avenue	Sacramento	CA	95824-3345
Ethel I. Baker Elementary	5717 Laurine Way	Sacramento	CA	95824-1413
Ethel Phillips Elementary	2930 21st Avenue	Sacramento	CA	95820-3719

**AGREEMENT FOR SERVICES**

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**Inventory Audit of asset items with an original cost of \$500 and above including and limited to Chromebooks/Tablets/Mini Computers/Laptops under the \$500 threshold.**

Father Keith B. Kenny	3525 Martin Luther King Junior Boulevard	Sacramento	CA	95817-3654
Fern Bacon Middle	4140 Cuny Avenue	Sacramento	CA	95823-1911
Genevieve Didion	6490 Harmon Drive	Sacramento	CA	95831-1049
George Washington Carver School of Arts and Science	10101 Systems Parkway	Sacramento	CA	95827-3007
Golden Empire Elementary	9045 Canberra Drive	Sacramento	CA	95826-4414
Growth Public	9320 Tech Center Drive	Sacramento	CA	95826-2558
H. W. Harkness Elementary	2147 54th Avenue	Sacramento	CA	95822-4108
Hiram W. Johnson High	6879 14th Avenue	Sacramento	CA	95820-3431
Hollywood Park Elementary	4915 Harte Way	Sacramento	CA	95822-2110
Hubert H. Bancroft Elementary	2929 Belmar Street	Sacramento	CA	95826-3604
Isador Cohen Elementary	9025 Salmon Falls Drive	Sacramento	CA	95826-2425
James Marshall Elementary	9525 Goethe Road	Sacramento	CA	95827-3202
John Bidwell Elementary	1730 65th Avenue	Sacramento	CA	95822-4804
John Cabrillo Elementary	1141 Seamas Avenue	Sacramento	CA	95822-2442
John D. Sloat Elementary	7525 Candlewood Way	Sacramento	CA	95822-5116
John F. Kennedy High	6715 Gloria Drive	Sacramento	CA	95831-2008
John H. Still	2250 John Still Drive	Sacramento	CA	95832-1331
John Morse Therapeutic Center	1901 60th Avenue	Sacramento	CA	95822-4314
Kit Carson International Academy	5301 N Street	Sacramento	CA	95819-4126
Leataata Floyd Elementary	401 McClatchy Way	Sacramento	CA	95818-2806
Leonardo Da Vinci	4701 Joaquin Way	Sacramento	CA	95822-2120
Luther Burbank High	3500 Florin Road	Sacramento	CA	95823-1767
Mark Twain Elementary	4914 58th Street	Sacramento	CA	95820-5608
Martin Luther King, Jr	480 Little River Way	Sacramento	CA	95831-3711
Matsuyama Elementary	7680 Windbridge Drive	Sacramento	CA	95831-4171
New Joseph Bonnheim (NJB) Community Charter	7300 Marin Avenue	Sacramento	CA	95820-3551
New Technology High	1400 Dickson Street	Sacramento	CA	95822-3437
Nicholas Elementary	6601 Steiner Drive	Sacramento	CA	95823-1429
O. W. Erlewine Elementary	2441 Stansberry Way	Sacramento	CA	95826-2120
Oak Ridge Elementary	4501 Martin Luther King Boulevard	Sacramento	CA	95820-2731

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Pacific Elementary	6201 41st Street	Sacramento	CA	95824-3736
Parkway Elementary	4720 Forest Parkway	Sacramento	CA	95823-3140
Peter Burnett Elementary	6032 36th Avenue	Sacramento	CA	95824-3107
Phoebe A. Hearst Elementary	1410 60th Street	Sacramento	CA	95819-4221
Pony Express Elementary	1250 56th Avenue	Sacramento	CA	95831-3149
Rosa Parks Elementary	2250 68th Avenue	Sacramento	CA	95822-5302
Rosemont High	9594 Kiefer Boulevard	Sacramento	CA	95827-3817
Sacramento Charter High	2315 34th Street	Sacramento	CA	95820-1211
Sam Brannan Middle	5301 Elmer Way	Sacramento	CA	95822-2414
SAVA - Sacramento Academic and Vocational Academy - SCUSD	5330 Power Inn Road, Suite A	Sacramento	CA	95820-6757
School of Engineering & Sciences	7345 Gloria Drive	Sacramento	CA	95831-4580
Sequoia Elementary	3333 Rosemont Drive	Sacramento	CA	95826-4042
Sol Aureus College Preparatory	6620 Gloria Drive	Sacramento	CA	95831-1655
St. HOPE Public School 7	5201 Strawberry Lane	Sacramento	CA	95820-4815
Success Academy	5601 47th Avenue	Sacramento	CA	95824-4031
Susan B. Anthony Elementary	7864 Detroit Boulevard	Sacramento	CA	95832-1500
Sutter Middle	3150 I Street	Sacramento	CA	95816-4422
Sutterville Elementary	4967 Monterey Way	Sacramento	CA	95822-2618
Tahoe Elementary	3110 60th Street	Sacramento	CA	95820-1833
The Language Academy of Sacramento	2850 49th Street	Sacramento	CA	95817-2303
The MET	810 V Street	Sacramento	CA	95818-1330
Theodore Judah Elementary	3919 McKinley Boulevard	Sacramento	CA	95819-2049
Washington Elementary	520 18th Street	Sacramento	CA	95814-1007
West Campus	5022 58th Street	Sacramento	CA	95820-5610
Will C. Wood Middle	6201 Lemon Hill Avenue	Sacramento	CA	95824-3225
William Land Elementary	2120 12th Street	Sacramento	CA	95818-1428
Woodbine Elementary	2500 52nd Avenue	Sacramento	CA	95822-4023
Yav Pem Suab Academy - Preparing for the Future Charter	7555 South Land Park Drive	Sacramento	CA	95831-3863
District Office	735 47th Avenue	Sacramento	CA	95824-4528
Warehouse	3051 Redding Avenue	Sacramento	CA	95820



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**Inventory Audit of asset items with an original cost of \$500 and above including and limited to Chromebooks/Tablets/Mini Computers/Laptops under the \$500 threshold.**

Transportation	3051 Redding Avenue	Sacramento	CA	95820
Maintenance Operations Transportation	3051 Redding Avenue	Sacramento	CA	95820
Print Shop	3051 Redding Avenue	Sacramento	CA	95820
Music Library	4701 Joaquin Way	Sacramento	CA	95822-2120

**Total Estimated Fees:**

New Inventory (with \$500 Threshold)	
Fixed Asset (Equipment, Furniture, etc.)	
3,000 Laptops with value over \$500+ (included)	
With District Staff Escorts	\$268,566
8,000 Chromebooks/IPads/Tablet Type/	
Mini Computers	\$ 48,000
Excel Formatted Data Worksheet	\$ 2,500
<b>Estimated Total</b>	<b>\$319,066</b>

**These cost estimate proposals are subject to the completion of all components simultaneously by Associated Valuation Services, Inc.**

The fee for REGULAR SERVICES will be, as stated for the period of April 20, 2021 to December 31, 2021 payable as follows:

- a. Progress payments.
  - i. Within 10 days of acceptance and signing agreement, District will provide Consultant with full electronic copy of the Districts fixed assets inventory data. Consultant will apply approximately 60 days to format data for Consultants use for inventory. At the end of the formatting a \$40,000 payment will be due. Invoicing will be done as on sites progress, approximately each 30 day period until physical on sites are completed.
  - ii. During the onsite physical inventory Consultant will invoice District for on sites completed and invoicing will be based on the ADA of the sites completed. Fee is calculated at \$4.90 per ADA; example, at the end of 30 days if 20 on sites are completed totaling 10,000 ADA the amount due is 10,000 x \$4.90 = \$49,000.
  - iii. All payments will be invoiced Net 15. If payment invoiced is not received by Consultant within 15 days of Districts receipt of invoice, project will be halted until payment is received or terms negotiated. Once payment is received project will resume.
  - iv. All remaining fees will be due upon the completion of reports and submitted to District.
- b. Copy of districts electronic data in excel format must be received by the Consultant within 10 (ten) days of acceptance and signature of agreement.
- c. Total number of additional laptops over and above the initial contracted and included 3,000 laptops will be charged a supplemental fee at \$6.00 per unit
- d. Total number of additional Chromebooks over and above the initial contracted and included 8,000 Chromebooks will be charged a supplemental fee at \$6.00 per unit.
- e. All Chromebooks/Tablets/Mini Computers/Laptops must be out of protective cases prior to Consultants scheduled onsite visit. Consultant will not remove protective covers. Consultant will record the number of units found in protective cases and report to District, items will be considered inventoried and billable. Additional visits to sites to inventory these items are subject to additional charges.
- f. Prior to beginning the onsite inventory at each site, Consultants must receive two individual sets of keys to all types of Chromebook/Laptop/Tablet carts (COW's; Cart On Wheels) keys and/or Lock Combinations. Consultant will make note of any carts found to be inaccessible. If the contents of the carts is unavailable to Consultant the number of units (if available from District personnel) will be recorded and reported and considered inventoried and billable.
- g. Prior to beginning the onsite inventory at each site, District is to provide written network equipment listing with make, model, serial number, site, room number, acquisition cost and acquisition date. Consultant will record and report any items found to be inaccessible.
- h. Consultant will not inventory items residing more than 8 feet above the floor. If possible, Consultant will provide a list of these items by type and location (site and room) to the District at the end of the inventory. Consultant will include this equipment in the inventory reports based on information provided by the District. District supplied information, if possible, should include make, model, serial number, site name, room number, acquisition cost, and acquisition date. Consultant will record and report found inaccessible items.
- i. Consultant will not physically inventory or verify licensed vehicles or musical instruments but will include them in the inventory audit report as "book tagged items" from lists provided to Consultant from District.

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- j. Any keys made available to Consultant during the inventory, if stolen, damaged or lost, the key replacement cost and any associated cost or loss will be limited to replacement of any keys up to \$500. Consultant will not and does not accept liability for the cost of rekeying sites or any other associated costs related with stolen, damaged or lost keys.
- k. Inventory will be conducted during normal business hours of 7:30 am to 6:30 pm at the convenience and sole determination of Consultant. District will make available to Consultant all sites during these normal business hours. District must provide two District staff members/escorts for each site inventory. Consultant will proceed with a onetime only onsite visit to each site to complete inventory of all assets proceeding in a room-to-room order to accomplish the most expedient manner per Consultant. District escorts will be required to unlock ALL doors for Consultants access in advance of Consultants need to access. One attempt to gain access will be made for any locked doors to enter the rooms. Consultant will make record and report of any rooms found to be inaccessible due to lack of access and report to District at completion of the entire District inventory process. Any change to this schedule or process without prior approval from Consultant may occur additional fees.
- l. Any changes and requests from District to the Consultant for special services after the acceptance of this Contract during the entire inventory process to the terms and conditions a set forth in Consultant's proposal and this agreement will result in increased fees based on special services. Any modifications to the terms and conditions a set forth in Consultant's proposal and this agreement may result in project being suspended until updated terms are finalized, in writing, including, but not limited to, tagging items, escorts, special reporting, Consultant receiving District Keys and special District employee assistance.
- m. Upon rendering any SPECIAL SERVICES requested from the District, the fee schedule rate of \$500 per hour of service will be applied. This rate will include but not be limited to such services as report writing, analyses, site visits, inspections, travel time, recapitulations, special requests.
- n. Additional return visits to sites which have already been inventoried pursuant to this Agreement will have an additional minimum fee of \$500 per return visit per site not including any additional fees as outlined in this agreement.

Initialing below <sup>DS</sup>acknowledges the understanding and acceptance to clauses 5a-5n above.

RR (District initial)

TSU (Consultant initial)

6. **INDEPENDENT CONTRACTOR STATUS**

Consultant is an independent contractor and not an officer, agent or employee of the District while engaged in carrying out or complying with any of the terms and conditions of this Agreement.

7. **PERFORMANCE**

- a. The time and manner of performance of the services set forth herein shall be at the discretion of the Consultant, provided, however, that the Consultant shall diligently proceed with the performance of said services and shall devote such time, skill and effort as may be necessary in the attainment of the objectives of this Agreement.
- b. As always, the Consultant will conduct themselves with the utmost professionalism during all on site evaluations.

8. **ASSIGNABILITY OF AGREEMENT**

This Agreement may not be assigned without prior written consent of the District.

9. **CONTRACT AGREEMENT TERMINATION**

*Termination for Convenience.* Either Party shall have the right to and provide notice to the other party terminating this Contract for its convenience with respect to;

- a. *Grounds for Termination.* Either Party shall have the right to terminate this Contract for convenience in the event that either Party: (a) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws; *provided, however,* that, in the case of an involuntary proceeding, such proceeding is not dismissed or stayed within forty-five (45) days after it is commenced; or (b) breaches and fails to comply with or perform its material obligations; *provided, however,* (c) that either party shall first have provided the other party with written notice of the nature of such breach and of the other parties intention to terminate this Contract as a result of such breach.
- b. *Remedy in the Event of Termination.* If either party terminates this Contract as provided in Section 9 a, in addition to its rights to pursue any remedy existing at law or in equity subject to the terms and conditions pursuant to Section 19 the District shall have the right to have the Work (or comparable services) completed by other vendors for services comparable to the Services described in this Contract. If the sum of (a) the total cost to the District of completing the Work, (b) all other damages suffered by the District as a result of the termination or default by either party, and (c) all amounts previously paid to the Consultant under this Contract, exceeds the Contract Price under this Contract, the Consultant shall not be responsible or liable to pay the difference to the District. In the event of termination by either party the District is due as refund any payments paid or portions thereof for work not completed by the Consultant as well the Consultant is due, upon written notice or invoice to the District, any payments due from work completed up to the date of termination. If either party terminates this Contract the other Party shall have no right to damages or compensation for such termination other than payment or refund of the charges set forth above.

## **AGREEMENT FOR SERVICES**

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- c. *Excusable Termination Cause.* Neither Party shall have any liability or be considered to be in breach or default of its obligations under this Contract to the extent that performance of such obligations is delayed or prevented, directly or indirectly, due solely to causes that are unforeseeable as of the effective date of this Contract and beyond its reasonable control, including acts of God, acts (or failures to act) of governmental authorities (excluding District) after the exercise of reasonable diligence, fires, severe weather conditions, earthquakes, strikes or other labor disturbances, floods, war (declared or undeclared), pandemics, epidemics, civil unrest, riots, catastrophic loss including death, personal injury in part or in whole. The affected Party shall (a) notify the other Party promptly of the occurrence of any such event (and, in any event, within thirty (30) days after such event) describing the details of the event; (b) notify the other Party of the expected duration and likely impact of the event within forty-five (45) days after such event; and (c) notify the other Party promptly after the affected Party is able to resume performance.
- d. Either Party may terminate this Contract for any reason or no reason upon 14 days' notice. Should either party give notice of cancellation the Consultant will invoice and District agrees to compensate for any work completed based on the payment formulation as outlined in paragraphs 5a, 5b, 5c. listed above.

### 10. **BACKGROUND VERIFICATION**

Consultant shall comply with the provisions of California Education Code 45125.1 regarding the submissions of fingerprints to the California Department of Justice and completion of criminal background investigations of the Consultant and/or its employees and has been verified in writing that no employees have been convicted of a felony, as defined in California Education Code 45125.1 prior to any district work being commenced at the Districts sites.

### 11. **INDEMNIFICATION**

Consultant shall hold harmless and indemnify the District, its officers, agents and employees from and against any and all actions, suits or other proceedings as may rise as a result of performing work hereunder, except such actions, suits or other proceedings as may arise as a result of the sole negligence or willful misconduct of the District, its officers, agents or employees.

### 12. **DOCUMENTS**

All files, documents and data of every kind prepared in whole or in part by the Consultant under this Agreement shall be and become the District's sole property and shall be delivered to the District upon request or termination of the Agreement, and the District shall have full and unlimited right and title thereto and to the free use of such files, documents and data.

### 13. **DISCLOSURES**

- a. Consultant reserves the right to replace, hire, contract with, dismiss, layoff, terminate or otherwise, at Consultant's sole discretion, any outside sub-contractors, independent contractors or others for the purposes of data entry, data informational gathering and research. Consultant will at all times adhere to and indemnify the District as stated above within the INDEMNIFICATION clause of this Agreement.
- b. Consultant agrees at Consultants expense to correct any and all errors found in the reports that are brought to Consultant's attention within 30 days of delivery of the completed reports and are of Consultants clear and sole negligence, not caused by reliance of District personnel guidance or information. Errors noted will be corrected within 60 days of notification.

### 14. **LIMITATION OF LIABILITY**

In recognition of the risks and benefits of the project to both the District and the Consultant, the risks have been allocated such that the District agrees, to the fullest extent permitted by law, to limit the liability to the Consultant to the District for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys fees' and costs and expert witness fees and costs, so that the total limited liability of the Consultant to the District shall not exceed 100% of the Consultants fees received from District for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This limitation of liability limits the liability to Consultant to \$500 per key to replace only the stolen, damaged, loss of any key given the Consultant. Consultant will not be liable or responsible for any costs or losses of rekeying of any kind whatsoever and/or the possible or actual loss or damage of property of Districts' from a resulting loss of keys. District agrees to extend this limitation of liability to Consultant's officers, directors, partners, employees, Sub Consultants and subcontractors' or other associates used by Consultant in association with this project.

### 15. **ATTORNEY'S FEES**

In any action, proceeding, or arbitration between the District and the Consultant arising out of this Agreement, the prevailing party between the District and the Consultant shall be not entitled to attorney's fees and costs from the non-prevailing party.

### 16. **ENTIRE CONTRACT; CHANGES**

All agreements between the parties are incorporated in this Agreement and the Consultants' written Proposal, which constitutes the entire contract Agreement. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. **This Agreement may not be extended, amended, modified, altered, or changed in any respect whatsoever except in writing signed by the District and the Consultant.**

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17. **SEVERABILITY**

If any clause or portion of a clause, in this Agreement is considered invalid under the rule of law, it shall be regarded as stricken while the remainder of this Agreement shall continue to be in full effect.

18. **OTHER TERMS AND CONDITIONS; ATTACHED SUPPLEMENTS**

By and with the below acknowledgment and signatures, all parties agree to accept the above agreement in part and in whole. By their below signatures, all parties certify they have the District's permission of binding contractual obligation, with and from their respective companies, employers, entities, etc.

19. **DISAGREEMENT/ MEDIATION / ARBITRATION OF DISPUTES**

District and Consultant agree to mediation to resolve any dispute or claim arising between them out of this agreement or any resulting transaction before resorting to arbitration or court action.

Any disagreement (including fee disputes) between the District and Consultant arising out of or relating to this Agreement/Contract or Consultant's professional services rendered to or for the District, shall be resolved by binding arbitration by a single arbitrator before a local County Bar Association located in the county of the origination of this Agreement. The parties further agree that the party obtaining an award shall not be entitled to an award of Attorney's fees and all expenses incurred in obtaining the arbitration award. The District understands that, without this agreement, the District has the right to a jury trial in the event of a dispute. Knowing this, District WAIVES DISTRICT'S RIGHTS TO A JURY TRIAL IN REGARDS TO SUCH DISPUTES between District and Consultant arising out of or relating to this Agreement/Contract or Consultants professional services pursuant to this Contract.

This waiver applies to any claim that arises from or is related to an alleged violation of any duty incident to or arising out of or relating to this Agreement/ Contract, including any errors or emissions, professional liability or relating to the coverage for, or delivery of, services or items pursuant to this Agreement/Contract, irrespective of the legal theories upon which the claim is asserted. #

For all claims subject to this arbitration provision, both the District and the Consultant give up the right to a jury or court trial, and accept the use of binding arbitration.

RR (District initial)

DS  
BSU (Consultant initial)

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

DocuSigned by:  
By: Rose Ramos Date 05/04/2021  
CC8FE7C20407402 **Rose Ramos**  
Title: Chief Business Officer

**ASSOCIATED VALUATION SERVICES, INC.**

DocuSigned by:  
By: Burton D. Wiltz Date 5/4/2021  
CC2DA802735B4AD **Burton D. Wiltz**  
Title: President

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2020-2021**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2020, between the Sacramento City Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”) and Chartwell School (nonpublic, nonsectarian school or agency, hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”), and a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR’S obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by an LEA student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification or licensure specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’S nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to California Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification and in Paragraph 24 of the Master Contract.

In addition to meeting the certification requirements of the state of California, a CONTRACTOR that operates a program outside of this state shall be certified and all staff providing services to pupils shall be certified and/or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this state, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA. Any suspension or revocation of CDE certification shall also be good cause for the immediate suspension or termination of this Master Contract by LEA, at LEA's discretion.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable Federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that, taking into consideration all of the surrounding facts and circumstances, a policy or policies, or a portion of a policy, does/do not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Paragraph 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2020 to June 30, 2021 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2021. (Cal. Code Regs., tit. 5, § 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes LEA Procedures and Individual Services Agreement requirements which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation, and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (Ed. Code §§ 56366(c)(1)-(2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an Individual Services Agreement ("ISA") developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to California Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to an LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, an LEA student's parent, CONTRACTOR, or LEA may request a review of an LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirements of state and Federal law unless the parent and LEA voluntarily agree otherwise, or an interim alternative educational setting is deemed lawful and appropriate by OAH consistent with applicable state and federal law, including Title 20 U.S.C. Section

1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (“SELPA”) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. In accordance with Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person holds a certificate, permit, or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met Federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including but not limited to the requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, California Code of Regulations, title 5, sections 3064 and 3065 and California Education Code section 56366.1(n)(1), or, in the absence of such requirements, the state-education-agency–approved or recognized requirements, and adheres to the standards of professional practice established in Federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body.

Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Cal. Code Regs., tit. 5, § 3001(r).)

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a



license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(1).

- f. “Parent” means:
- i. a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child;
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare;
  - iv. a surrogate parent; or
  - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(a)(2) or (b)(2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (Ed. Code § 56028.)

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code section 46307, in which an LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and may be referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and Federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including

electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services (including supervision); daily service logs and notes used to record the provision of services provided by instructional assistants, behavior intervention aides, bus aides and supervisors; current transcripts, grade or progress reports, behavioral data, IEP/IFSPs, signature pages, and reports; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited, statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents and other documents evidencing financial expenditures; Federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate interests therefore. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from an LEA student's record. Such log needs not to record access to an LEA student's records by: (a) an LEA student's parent; (b) an individual to whom written consent has been executed by an LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records and comply with parents' requests for copies of student records, as required by state and Federal laws and regulations. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, Federal or local governmental agency. LEA shall provide CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or an Individual Services Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of this Master Contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract unless the parent agrees to the transfer of the student to a public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (Ed. Code § 56366(a)(4)). Notwithstanding the foregoing, this Master Contract may be terminated immediately, without twenty days prior notice and at the LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's certification. If this Master Contract is terminated with twenty days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract on the date of termination. If the Master Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract within five (5) business days. ISAs are void upon termination of this Master Contract, except as provided in Paragraphs 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

**15. INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

**PART I – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit. If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education as named additional insureds and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA. All premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A  
RESIDENTIAL TREATMENT FACILITY (“RTC”)

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (“NPS/RTC”), the following insurance policies are required:

- A. **Commercial General Liability Insurance** including both bodily injury and property damage, with limits of at least \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC’s insurance primary despite any conflicting provisions in the RTC’s policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers’ Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime** coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse** coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

**16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA shall have the right, in its sole discretion, to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless

against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

#### **17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that holding.

#### **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts to the fullest extent possible. Furthermore, when developing subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Paragraphs 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effecting coverage required by Paragraph 15 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to the LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, designation of NPS or NPA, and the location of the

school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Paragraph 45 (Clearance Requirements) and Paragraph 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

**19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid and disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR'S facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for an LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to an LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after an LEA student is enrolled in CONTRACTOR'S school/agency) or whether an assessment of an LEA student is performed or a report is prepared in the normal course of the services provided to an LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings. Such action shall constitute sufficient good cause for termination of this Master Contract.

**20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity, gender expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by Federal or state law, or the perception of one of more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics. (Gov. Code § 12940 *et seq.*)

**EDUCATIONAL PROGRAM**

**21. FREE AND APPROPRIATE PUBLIC EDUCATION ("FAPE")**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with an LEA student's IEP and as specified in the ISA.

If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in an LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in an LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in an LEA student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge an LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to an LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by an LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for an LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in an LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education ("SBE") - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards-aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency ("LEA"), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and Federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.



When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as specified in an LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution ("LCI"), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian, or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level attending LEA schools and shall be specified in an LEA student's ISA developed in accordance with the LEA student's IEP.

For students in grades kindergarten through 12, inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be the same as the California Education Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in an LEA student's IEP and ISA.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in an LEA student's ISA developed in accordance with the LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

## 25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Master Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by an LEA student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe only the same legal holidays as LEA. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in an LEA student's IEP and ISA. Unless otherwise specified in an LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that an LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in

attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Paragraph 62.

## **26. DATA REPORTING**

CONTRACTOR agrees to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System (“SEIS”) or comparable program/system approved by LEA/SELPA for all IEP development, documenting services, and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

LEA shall provide CONTRACTOR with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. LEA may approve use of CONTRACTOR-provided forms at its discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the English Language

Proficiency Assessments for California (“ELPAC”), as appropriate to the student and mandated by LEA pursuant to LEA and state and Federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to California Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with all requirements of California Education Code sections 49005 *et seq.*, 56521.1, and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Master Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support (“MTSS”) to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Master Contract.

LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with Federal and state law and implementing regulations. If the individualized education program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports (“BERs”). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy, provide each employee a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall also ensure that all of its staff members are trained at least annually in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’S pupil population. Training includes certification with an approved SELPA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. (Ed. Code 56366.10(f).) CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate behavior management training records documenting all training completed by all of CONTRACTOR’S employees. Evidence of all trainings shall be submitted to the LEA at least annually at the beginning of the school year, within five (5) business days of completion of training for any new hire, or upon request.

Pursuant to California Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency, as suitable to the situation. CONTRACTOR shall ensure that all staff are trained on the use of emergency interventions. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within five (5) days of completion of training for any new hire. Consistent with Paragraph 44 of this Master Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and LEA shall be notified within one school day, if an emergency intervention is used or serious property damage occurs. The residential care provider shall also be notified, if appropriate. CONTRACTOR shall complete a behavior emergency report ("BER") when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to student, self, or others. A BER is also required if (a) a non-violent physical intervention was used to protect the safety of student, self, or others; or (b) a physical intervention has not been used, but an injury or serious property damage has occurred. Use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. CONTRACTOR shall immediately complete and maintain in the file of an LEA student, a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by an LEA student or others, including staff, as a result of the incident. The BER shall immediately be forwarded to LEA for administrative action. CONTRACTOR shall also notify the LEA and parents within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, coordinate with the LEA to schedule an IEP team meeting to review the BER, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. If assessment is not proposed and/or if the IEP team determines that an interim plan is determined not to be necessary, the IEP team shall document the reasons for not conducting a functional behavioral assessment, not developing an interim plan, or both.

Consistent with the requirements of California Education Code section 56521.1(h), if a BER is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, the student shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, that may require an IEP team meeting.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) An intervention that is designed

to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; (8) An intervention that deprives the individual of one or more of his or her senses. In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations.

CONTRACTOR must review and revise all restraint practices when they have an adverse effect on a student or are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above. LEA may require a review of restraint practices at any time, including but not limited to, in response to an emergency intervention report via telephone, in response to observations or audit by LEA staff, in response to a parent's concern, or in response to BERs forwarded to LEA for administrative action.

**BEHAVIOR INTERVENTION REPORTING:** Twice annually, CONTRACTOR shall certify that (a) CONTRACTOR has reviewed the BERs for each student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used when there is a clear or present danger; and (d) BERs have been properly completed and forwarded to LEA as required by this Master Contract.

Failure to comply with any of the requirements of Paragraph 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Master Contract.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and Federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove an LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: The LEA student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (Ed. Code §§ 56366(a)(2)(B)(i), (ii); 56345(b)(4).)

If an LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System ("SEIS") or other comparable program/system as approved by LEA solely at LEA's discretion, for all IEP planning and progress reporting. LEA shall provide training to nonpublic school and nonpublic agency staff, as necessary, to ensure access to SEIS or the comparable program/system designated and approved for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or on the LEA-approved comparable program/system, and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or LEA-approved comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational setting is deemed lawful and appropriate by LEA or OAH consistent with applicable law. (20 U.S.C. § 1415(k)(4)(A).)

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with all LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to an LEA student's education that a parent has under the IDEA pursuant to 20 U.S.C. §§ 1414-1482 and 34 C.F.R. §§ 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second

year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR will make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or Federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR'S program and/or the implementation of a particular student's IEP/ISA.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code section 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.* CONTRACTOR shall include verification of these procedures to LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of those complaints, including any and all reports generated as a result of an investigation.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents, with a concurrent copy sent to LEA, at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR'S place of business.

CONTRACTOR shall also provide LEA representatives access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, chart notes, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support and/or intervention plans. LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by LEA.

CONTRACTOR shall complete academic or other assessment of an LEA student ten (10) days prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and Federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP team to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall



maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments resulting from an assessment plan shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Such assessment costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge an LEA student's parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, including evaluations to obtain present levels of performance, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours are limited to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon an LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts on LEA-approved forms to an LEA student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA, the names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Paragraphs 9 and 26 of this Master Contract.

### **38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of an LEA student's change of residence. Within five (5) school days after CONTRACTOR becomes aware of an LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of an LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

### **39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when an LEA student is withdrawn without prior notice from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence

outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and an LEA student's living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and provide travel information to parent(s) as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

In addition to the requirements set forth in Paragraph 50, if CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

**42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution ("LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in California Education Code sections 48853, 51225.1, 51225.3, 512288.1, 51228.2, 56366, 56336(a)(2)(C), 56366.1, and 56366.9, California Health and Safety Code section 1501.1(b), and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. section 1411 *et seq.* and California Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"), 20 U.S.C. section 1401(29); California Education Code section 56031 and Title 5, California Code of Regulations section 3001 *et seq.*, regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in an LEA student's IEPs.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school

placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit to the NPS during each school year during which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not already have pupils enrolled at the school at the time of placement. (Ed. Code § 56366.1.)

CONTRACTOR shall allow LEA representatives access to its facilities for the purpose of periodic monitoring of each LEA student's instructional program, and shall be invited to participate in the formal review of each student's progress. LEA representatives shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR'S site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also a LCI and/or NPS/RTC, CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9 and California Health and Safety Code section 1501.1(b). LEA may also conduct its own onsite review of a NPS using the LEA's Quality On-Site NPS Review Rubric.

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standards-focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and Federal regulations, and Master Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review

Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers (unless CONTRACT ensures that the volunteers will have no direct contact with students), or subcontractors who will have, or likely may have any direct contact with LEA students, have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided to LEA upon request.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services are qualified as defined in Paragraph 7(d) of this Master Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with California Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and/or services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 3064(a).)

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* All paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving an LEA student shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

CONTRACTOR shall ensure that all staff are appropriately trained, consistent with the terms of this Master Contract. CONTRACTOR shall maintain records of all staff trainings, including levels of certification, and provide evidence of such training at least annually at the beginning of the school year, within six (6) days of completion of training of any new hire, and upon request.

#### **47. CALSTRS RETIREMENT REPORTING**

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

#### **48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

**49. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR'S classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Paragraph 7 of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**50. STAFF PROFESSIONAL CONDUCT WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by CONTRACTOR providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to CONTRACTOR upon CONTRACTOR'S request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional

program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must ensure that at least one parent of the child or a LEA-approved responsible adult with written and signed authority to make decisions in an emergency is present during the provision of services. The names of any responsible adult other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The responsible adult cannot also be an employee associated with the NPS/NPA service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

## **HEALTH AND SAFETY MANDATES**

### **51. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable Federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et seq.*, and 49406, and California Health and Safety Code section 121545 regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Bloodborne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030 *et seq.* and Cal/OSHA's Bloodborne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training for all employees regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **52. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable Federal, state, and local laws, regulations, and ordinances related, but not limited to disability access, fire, health, sanitation, and building standards and safety, fire warning systems, zoning permits and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable Federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with Federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

**53. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves an LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist an LEA student with the administration of such medication after the LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify an LEA student's name, the type of medication, the date, time, and amount of each administration, and the name of CONTRACTOR'S employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with an LEA student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from the LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to the LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

**54. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall electronically submit, within 24 hours, any accident or incident report to LEA. CONTRACTOR shall properly submit accident or incident reports as required by the District.

**55. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and California Education Code section 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Legal Compliance Department ("Legal Compliance") of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

**56. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and that is prohibited by the CONTRACTOR'S policy, as well as Federal and state law. The policy should include procedures to make complaints without fear of retaliation and procedures for prompt and objective investigations of all sexual harassment complaints.



CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to California Government Code section 12950.1, including that each NPS/NPA with five or more employees must provide by January 1, 2021 at least 2 hours of training regarding sexual harassment to all supervisory employees and at least one hour of training to all nonsupervisory employees. All employees must complete sexual harassment training every two years. Any new supervisory employee must complete sexual harassment training within six (6) months of starting as a supervisory employee. The training shall include information and practical guidance regarding federal and state statutory provisions concerning the prohibition against, prevention of and correction of sexual harassment, and remedies available to victims of sexual harassment in employment as well as including practical examples to instruct supervisors in prevention of harassment, discrimination, and retaliation. The training should be presented by someone with training or expertise in prevention of harassment, discrimination, and retaliation.

**57. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers and all independent contractor(s) and/or subcontractor(s) authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 et. seq. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to LEA. The written statement shall be submitted as specified by LEA.

**FINANCIAL**

**58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall ensure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in an LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable Federal and state laws. If the CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that the nonpublic school's enrollment procedures include verification of immunizations (including adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and, in addition, on a LEA form with signatures in the manner prescribed by LEA.

Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: Name of an LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP); month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit re-billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any re-billing for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the twelve-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **59. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services from CONTRACTOR; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice as required by Education Code section 56366.5(a); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, trained, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to an LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance

documentation as outlined in Paragraph 15 of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, trained, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to an LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, LEA shall extend CONTRACTOR'S time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR'S notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after LEA's response to CONTRACTOR'S notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

## **60. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

**61. PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Paragraph 7 of this Master Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in an LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, LEA shall be notified if a student has been out of school for more than five (5) consecutive days. CONTRACTOR agrees to coordinate with LEA to determine whether the student absences are due to a health problem and whether any change to services or supports is needed at that time. (5 CCR §3051.17(c).)

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of an LEA student's unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Paragraph 7 of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

## **62. LEA AND/OR CONTRACTOR CLOSURE**

The following shall apply in the event of a LEA or CONTRACTOR closure due to an emergency, public health order, Executive Order, or other extraordinary conditions, including fire, flood, earthquake, war, or epidemic/pandemic, consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during any of the above-circumstances and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- a. NPS School Closure - If the CONTRACTOR NPS is closed due to any of the above-circumstances and the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with a signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- b. LEA and NPS School Closure - If both CONTRACTOR and LEA are closed due to any of the above-circumstances, on days the LEA is funded, CONTRACTOR shall receive payment consistent with a signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.
- c. In the event of CONTRACTOR closure due to an emergency, public health order, Executive Order, or other extraordinary conditions, including fire, flood, earthquake, war, or epidemic/pandemic, LEA reserves the right to withhold payment for services not rendered pursuant to an LEA student's ISA, consistent with Paragraph 59.

CONTRACTOR also agrees to, in the case of unexpected school closures, provide reasonable evidence that all appropriate NPS/NPA staff remain employed so as to continue providing instruction and academic related support to students via distance learning modalities (to include use of virtual platforms for students and teachers to interact). In this scenario the CONTRACTOR also will ensure students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, Ipads, hot-spots etc) required to access and participate. In this scenario the CONTRACTOR will provide a mutually agreeable attendance/service log tracking mechanism so as to ensure clear understanding of attendance, service delivery and related billing.

When a school closure contemplated by this paragraph is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need, if any, for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

## **63. INSPECTION AND AUDIT**

CONTRACTOR shall maintain and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement. Access for inspection and audit may include unannounced inspections by LEA.

CONTRACTOR shall provide LEA access to all records, including but not limited to those documents identified in Paragraph 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. Copies of all records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of

interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a Federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR'S over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a Federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

#### **64. RATE SCHEDULE**

The attached Rate Schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. They may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code sections 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this Master Contract, shall be as stated in Exhibits A and B.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

Any Nonpublic School ("NPS") or residential facility requesting a change in rate for any services provided during a subsequent Master Contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the Quality On-Site NPS Review Rubric.

#### **65. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided herein.

CONTRACTOR  
Chartwell School

LEA  
Sacramento City Unified School District

By: \_\_\_\_\_  
Kate Mulligan Date  
Head of School

By: \_\_\_\_\_  
Rose Ramos Date  
Chief Business Officer

**Notices to CONTRACTOR shall be addressed to:**

Kate Mulligan, Head of School  
Chartwell School  
2511 Numa Watson Road  
Seaside, CA 93955

P: 831-394-3468 F: 831-394-7991  
Email: kmulligan@chartwell.org  
dpatterson@chartwell.org

**Notices to LEA shall be addressed to:**

Geovanni Linares, Director III, Special Education  
Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

P: 916-643-9163 F: 916-643-9466  
Email: Geovanni-linares@scusd.edu

**EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY**

**CONTRACTOR** Chartwell School

**CONTRACTOR NUMBER** \_\_\_\_\_ **2020-21**  
(CONTRACT YEAR)

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_ **If blank, the number shall be as determined by CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_  
(per Master Contract Section 62)

		Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	2 <sup>nd</sup> – 8 <sup>th</sup> Grade	\$200	Per Day
	9 <sup>th</sup> – 12 <sup>th</sup> Grade	\$210	Per Day
Basic Education Program/Dual Enrollment			

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

**B. Related Services**

(1)	a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)		
	b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)		
	c. Transportation-Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual	\$60.00	Per ½ Hour
	b. Educational Counseling – Group	\$40.00	Per ½ Hour
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	\$60.00	Per ½ Hour
	b. Language and Speech Therapy – Group	\$40.00	Per ½ Hour
	c. Language and Speech Therapy – Assessment	\$350.00	Each
	d. Language and Speech - Consultation Rate	\$60.00	Per ½ Hour
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**	\$160.00	Per Day
(7)	a. Occupational Therapy – Individual	\$60.00	Per ½ Hour
	b. Occupational Therapy – Group	\$40.00	Per ½ Hour
	c. Occupational Therapy – Assessment	\$380.00	Each
	d. Occupational Therapy - Consultation Rate	\$60.00	Per ½ Hour
(9)	Physical Therapy		
(10)	a. Behavior Intervention – BII		
	b. Behavior Intervention – BID		
	Provided by: _____		



- (11) Nursing Services
- (12) Residential Room & Board
- (13) Mental Health Services
- Other

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\*Parent transportation reimbursement rates are to be determined by LEA.  
\*\*By credentialed Special Education Teacher.

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES  
(Education Code Sections 56365 *et seq.*)

This agreement is effective on \_\_\_\_\_ or the date student begins attending a nonpublic school if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency(LEA)</b>				<b>Nonpublic School</b>			
<b>Address</b>				<b>Address</b>			
<b>City, State Zip</b>				<b>City, State, Zip</b>			
<b>LEA Case Manager</b>				<b>Phone</b>		<b>Fax</b>	
				<b>e-Mail</b>			
<b>Student Last Name</b>		<b>Student First Name</b>		<b>Program Contact Name</b>			
<b>D.O.B.</b>		<b>I.D. #</b>		<b>Phone</b>		<b>Fax</b>	
<b>Grade</b>		<b>Level</b>		<b>Sex</b>		<b>( ) M ( ) F</b>	
<b>Parent/ Guardian Last Name</b>		<b>Parent/ Guardian First Name</b>		<b>Education Schedule – Regular School Year</b>			
				<b>Number of Days</b>		<b>Number of Weeks</b>	
<b>Address</b>		<b>Contract Begins</b>		<b>Education Schedule – Extended School Year</b>			
				<b>Number of Days</b>		<b>Number of Weeks</b>	
<b>City, State, Zip</b>		<b>Business</b>		<b>Master Contract Approved by the Governing Board on</b>			
<b>Home Phone</b>							

**DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:**

<b>SERVICES</b>	<b>PROVIDER</b>				<b>Cost and Duration of Session</b>	<b>Number of Sessions per wk/mo/yr</b>	<b>Maximum Number of Sessions</b>		<b>Estimated Maximum Total Cost for Contracted Period</b>
	<b>LEA</b>	<b>NPS</b>	<b>NPA</b>	<b>OTHER Specify</b>			<b>Reg School Year</b>	<b>ESY</b>	
<b>A. BASIC EDUCATION</b>									
<b>B. RELATED SERVICES</b>									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						<b>TOTAL COST</b>			<b>\$</b>

**ESTIMATED MAXIMUM RELATED SERVICES COST \$** \_\_\_\_\_

SPECIALIZED EQUIPMENT/SUPPLIES \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$** \_\_\_\_\_

4. Other Provisions/Attachments: \_\_\_\_\_

5. Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ Other (Specify \_\_\_\_\_)

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

The Parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

\_\_\_\_\_  
(Name of Nonpublic School)

\_\_\_\_\_  
(Name of LEA)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

**EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2020-2021 CONTRACT YEAR**

CONTRACTOR: \_\_\_\_\_ CONTRACTOR NUMBER \_\_\_\_\_ CDE TOTAL ENROLLMENT ALLOWED \_\_\_\_\_

**Rate Schedule.** This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_  
(per Master Contract Paragraph 62)

SERVICE	DESCRIPTION	RATE
<b>Language and Speech Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ <b>Per Diem</b>
	<b>DIRECT THERAPY</b> 1:1 or small group	\$ _____ <b>Per Hour</b>
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	
	<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Occupational Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ <b>Per Diem</b>
	<b>DIRECT THERAPY</b> 1:1 or small group	\$ _____ <b>Per Hour</b>
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	
	<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Physical Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ <b>Per Diem</b>
	<b>DIRECT THERAPY</b> 1:1 or small group	\$ _____ <b>Per Hour</b>
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	
	<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Behavior Intervention Services</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	\$ _____ <b>Per Diem</b>
	<b>DIRECT STUDENT AIDE</b> 1:1 or small group, implementing behavior plan, data collection.	\$ _____ <b>Per Hour</b>
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ <b>Per Hour</b>
	<b>SUPERVISING CONSULTANT:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ <b>Per Hour</b>
	<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	\$ _____ <b>Per Hour</b>
<b>Other:</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ <b>Per Diem</b>
		\$ _____ <b>Per Hour</b>

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES** (Education Code Sections 56365 et seq.)

This agreement is effective on \_\_\_\_\_ or the date student begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>SELPA INFORMATION</b>	
Special Education	Program Contact: Rebecca Bryant
Sacramento City Unified School District	Program Contact Phone: (916) 643-9174
5735 47 <sup>th</sup> Avenue	Program Contact Fax: (916) 399-2019
Sacramento, CA 95824	Program Contact E-mail: Beckybr@scusd.edu

<b>NPA INFORMATION</b>	
Nonpublic Agency:	Program Contact:
Address:	Program Contact Phone:
City/State/Zip	Program Contact Fax:
	Program Contact E-mail:

<b>STUDENT INFORMATION</b>			
Student Last:		Student First:	
DOB:	Grade:	Sex: ( ) F ( ) M	Student ID#:
Student Track:		Progress Reporting Requirements: (At least 4 per Section 36)	
# of Days Reg School Yr:	# of Days Ext School Yr:	( ) IEP Benchmark Dates ( ) Other: _____	
Parent/Guardian Last:		Parent/Guardian First:	
Parent/Guardian Phone #1: ( )-		Parent/Guardian Phone #2: ( )-	
School Site:		SpEd Case Manager:	
Address:		SpEd Case Manager Phone: (916)-	
City/Zip:		SpEd Case Manager Fax: (916)-	
School Site Phone: (916)-		SpEd Case Manager E-mail: @scusd.edu	

<b>CONTRACT INFORMATION</b>		
ISA Begins:	ISA Ends:	Master Contract Approved by Governing Board on:

<b>SERVICE INFORMATION</b>									
	Direct Therapy Sessions/Duration per IEP Year		Consultation Sessions/Duration per IEP Year		Other Services per IEP Year		TOTAL Duration	COST Per Hour	Estimated Max Total for ISA Period
	Reg School YR	ESY	Reg School YR	ESY	Reg School YR	ESY			
Language and Speech Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Occupational Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Physical Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		

Behavior Intervention Services	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Other:	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		

The Parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

\_\_\_\_\_  
(Name of Nonpublic Agency)

\_\_\_\_\_  
(Name of LEA)

\_\_\_\_\_  
(Signature)

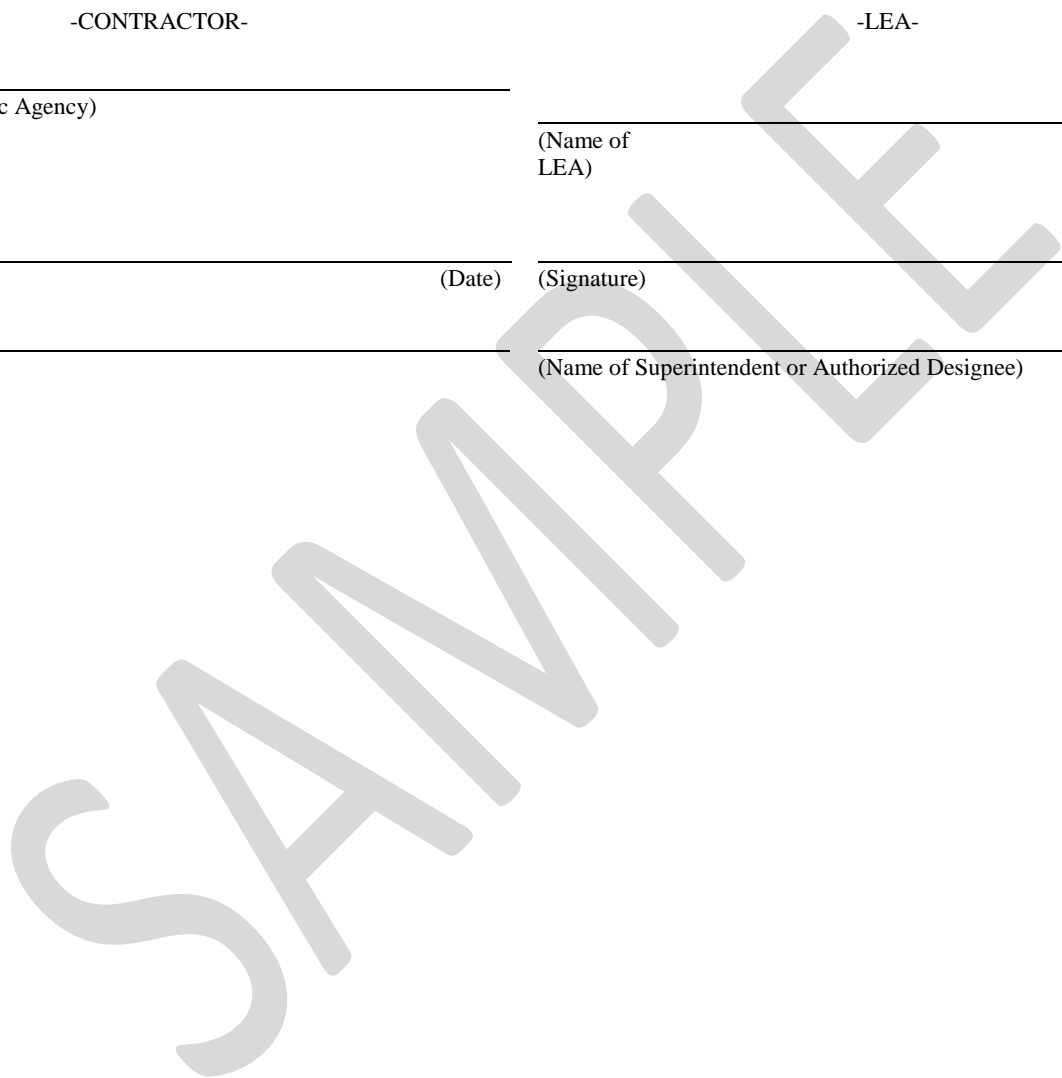
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)



**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2020-2021**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2020, between the Sacramento City Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”) and The Devereux Foundation - Glenholme School (nonpublic, nonsectarian school or agency, hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”), and a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR’S obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by an LEA student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification or licensure specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’S nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to California Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification and in Paragraph 24 of the Master Contract.

In addition to meeting the certification requirements of the state of California, a CONTRACTOR that operates a program outside of this state shall be certified and all staff providing services to pupils shall be certified and/or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this state, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA. Any suspension or revocation of CDE certification shall also be good cause for the immediate suspension or termination of this Master Contract by LEA, at LEA's discretion.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable Federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that, taking into consideration all of the surrounding facts and circumstances, a policy or policies, or a portion of a policy, does/do not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Paragraph 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2020 to June 30, 2021 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2021. (Cal. Code Regs., tit. 5, § 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.



**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes LEA Procedures and Individual Services Agreement requirements which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation, and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (Ed. Code §§ 56366(c)(1)-(2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an Individual Services Agreement ("ISA") developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to California Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to an LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, an LEA student's parent, CONTRACTOR, or LEA may request a review of an LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirements of state and Federal law unless the parent and LEA voluntarily agree otherwise, or an interim alternative educational setting is deemed lawful and appropriate by OAH consistent with applicable state and federal law, including Title 20 U.S.C. Section

1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area ("SELPA") of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. In accordance with Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person holds a certificate, permit, or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met Federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including but not limited to the requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, California Code of Regulations, title 5, sections 3064 and 3065 and California Education Code section 56366.1(n)(1), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in Federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body.

Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Cal. Code Regs., tit. 5, § 3001(r).)

- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a

license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(1).

- f. “Parent” means:
- i. a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child;
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare;
  - iv. a surrogate parent; or
  - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(a)(2) or (b)(2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (Ed. Code § 56028.)

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code section 46307, in which an LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and may be referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and Federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including

electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services (including supervision); daily service logs and notes used to record the provision of services provided by instructional assistants, behavior intervention aides, bus aides and supervisors; current transcripts, grade or progress reports, behavioral data, IEP/IFSPs, signature pages, and reports; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited, statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents and other documents evidencing financial expenditures; Federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate interests therefore. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from an LEA student's record. Such log needs not to record access to an LEA student's records by: (a) an LEA student's parent; (b) an individual to whom written consent has been executed by an LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records and comply with parents' requests for copies of student records, as required by state and Federal laws and regulations. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, Federal or local governmental agency. LEA shall provide CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or an Individual Services Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of this Master Contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract unless the parent agrees to the transfer of the student to a public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (Ed. Code § 56366(a)(4)). Notwithstanding the foregoing, this Master Contract may be terminated immediately, without twenty days prior notice and at the LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's certification. If this Master Contract is terminated with twenty days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract on the date of termination. If the Master Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract within five (5) business days. ISAs are void upon termination of this Master Contract, except as provided in Paragraphs 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

**15. INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

**PART I – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit. If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education as named additional insureds and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA. All premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (“NPS/RTC”), the following insurance policies are required:

- A. **Commercial General Liability Insurance** including both bodily injury and property damage, with limits of at least \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC’s insurance primary despite any conflicting provisions in the RTC’s policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime** coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse** coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

**16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA shall have the right, in its sole discretion, to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless

against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

#### **17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that holding.

#### **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts to the fullest extent possible. Furthermore, when developing subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Paragraphs 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effecting coverage required by Paragraph 15 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to the LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, designation of NPS or NPA, and the location of the



school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Paragraph 45 (Clearance Requirements) and Paragraph 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

**19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid and disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR'S facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for an LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to an LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after an LEA student is enrolled in CONTRACTOR'S school/agency) or whether an assessment of an LEA student is performed or a report is prepared in the normal course of the services provided to an LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings. Such action shall constitute sufficient good cause for termination of this Master Contract.

**20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity, gender expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by Federal or state law, or the perception of one of more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics. (Gov. Code § 12940 *et seq.*)

**EDUCATIONAL PROGRAM**

**21. FREE AND APPROPRIATE PUBLIC EDUCATION ("FAPE")**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with an LEA student's IEP and as specified in the ISA.

If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in an LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in an LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in an LEA student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge an LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to an LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by an LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for an LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in an LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education ("SBE") - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards-aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency ("LEA"), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and Federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as specified in an LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution ("LCI"), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian, or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level attending LEA schools and shall be specified in an LEA student's ISA developed in accordance with the LEA student's IEP.

For students in grades kindergarten through 12, inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be the same as the California Education Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in an LEA student's IEP and ISA.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in an LEA student's ISA developed in accordance with the LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

## 25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Master Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by an LEA student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe only the same legal holidays as LEA. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in an LEA student's IEP and ISA. Unless otherwise specified in an LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that an LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in

attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Paragraph 62.

## **26. DATA REPORTING**

CONTRACTOR agrees to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System (“SEIS”) or comparable program/system approved by LEA/SELPA for all IEP development, documenting services, and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

LEA shall provide CONTRACTOR with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. LEA may approve use of CONTRACTOR-provided forms at its discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the English Language

Proficiency Assessments for California (“ELPAC”), as appropriate to the student and mandated by LEA pursuant to LEA and state and Federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to California Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with all requirements of California Education Code sections 49005 *et seq.*, 56521.1, and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Master Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support (“MTSS”) to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Master Contract.

LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with Federal and state law and implementing regulations. If the individualized education program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports (“BERs”). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy, provide each employee a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall also ensure that all of its staff members are trained at least annually in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. Training includes certification with an approved SELPA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. (Ed. Code 56366.10(f).) CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate behavior management training records documenting all training completed by all of CONTRACTOR’s employees. Evidence of all trainings shall be submitted to the LEA at least annually at the beginning of the school year, within five (5) business days of completion of training for any new hire, or upon request.

Pursuant to California Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency, as suitable to the situation. CONTRACTOR shall ensure that all staff are trained on the use of emergency interventions. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within five (5) days of completion of training for any new hire. Consistent with Paragraph 44 of this Master Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and LEA shall be notified within one school day, if an emergency intervention is used or serious property damage occurs. The residential care provider shall also be notified, if appropriate. CONTRACTOR shall complete a behavior emergency report ("BER") when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to student, self, or others. A BER is also required if (a) a non-violent physical intervention was used to protect the safety of student, self, or others; or (b) a physical intervention has not been used, but an injury or serious property damage has occurred. Use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. CONTRACTOR shall immediately complete and maintain in the file of an LEA student, a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by an LEA student or others, including staff, as a result of the incident. The BER shall immediately be forwarded to LEA for administrative action. CONTRACTOR shall also notify the LEA and parents within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, coordinate with the LEA to schedule an IEP team meeting to review the BER, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. If assessment is not proposed and/or if the IEP team determines that an interim plan is determined not to be necessary, the IEP team shall document the reasons for not conducting a functional behavioral assessment, not developing an interim plan, or both.

Consistent with the requirements of California Education Code section 56521.1(h), if a BER is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, the student shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, that may require an IEP team meeting.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) An intervention that is designed

to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; (8) An intervention that deprives the individual of one or more of his or her senses. In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations.

CONTRACTOR must review and revise all restraint practices when they have an adverse effect on a student or are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above. LEA may require a review of restraint practices at any time, including but not limited to, in response to an emergency intervention report via telephone, in response to observations or audit by LEA staff, in response to a parent's concern, or in response to BERs forwarded to LEA for administrative action.

**BEHAVIOR INTERVENTION REPORTING:** Twice annually, CONTRACTOR shall certify that (a) CONTRACTOR has reviewed the BERs for each student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used when there is a clear or present danger; and (d) BERs have been properly completed and forwarded to LEA as required by this Master Contract.

Failure to comply with any of the requirements of Paragraph 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Master Contract.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and Federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove an LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: The LEA student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.



### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (Ed. Code §§ 56366(a)(2)(B)(i), (ii); 56345(b)(4).)

If an LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System ("SEIS") or other comparable program/system as approved by LEA solely at LEA's discretion, for all IEP planning and progress reporting. LEA shall provide training to nonpublic school and nonpublic agency staff, as necessary, to ensure access to SEIS or the comparable program/system designated and approved for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or on the LEA-approved comparable program/system, and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or LEA-approved comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational setting is deemed lawful and appropriate by LEA or OAH consistent with applicable law. (20 U.S.C. § 1415(k)(4)(A).)

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with all LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to an LEA student's education that a parent has under the IDEA pursuant to 20 U.S.C. §§ 1414-1482 and 34 C.F.R. §§ 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second

year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR will make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or Federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR'S program and/or the implementation of a particular student's IEP/ISA.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code section 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.* CONTRACTOR shall include verification of these procedures to LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of those complaints, including any and all reports generated as a result of an investigation.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents, with a concurrent copy sent to LEA, at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR'S place of business.

CONTRACTOR shall also provide LEA representatives access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, chart notes, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support and/or intervention plans. LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by LEA.

CONTRACTOR shall complete academic or other assessment of an LEA student ten (10) days prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and Federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP team to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall

maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments resulting from an assessment plan shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Such assessment costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge an LEA student's parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, including evaluations to obtain present levels of performance, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours are limited to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon an LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts on LEA-approved forms to an LEA student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA, the names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Paragraphs 9 and 26 of this Master Contract.

### **38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of an LEA student's change of residence. Within five (5) school days after CONTRACTOR becomes aware of an LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of an LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

### **39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when an LEA student is withdrawn without prior notice from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence

outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and an LEA student's living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and provide travel information to parent(s) as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

In addition to the requirements set forth in Paragraph 50, if CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

**42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution ("LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in California Education Code sections 48853, 51225.1, 51225.3, 51228.1, 51228.2, 56366, 56336(a)(2)(C), 56366.1, and 56366.9, California Health and Safety Code section 1501.1(b), and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. section 1411 *et seq.* and California Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"), 20 U.S.C. section 1401(29); California Education Code section 56031 and Title 5, California Code of Regulations section 3001 *et seq.*, regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in an LEA student's IEPs.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school

placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit to the NPS during each school year during which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not already have pupils enrolled at the school at the time of placement. (Ed. Code § 56366.1.)

CONTRACTOR shall allow LEA representatives access to its facilities for the purpose of periodic monitoring of each LEA student's instructional program, and shall be invited to participate in the formal review of each student's progress. LEA representatives shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR'S site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also a LCI and/or NPS/RTC, CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9 and California Health and Safety Code section 1501.1(b). LEA may also conduct its own onsite review of a NPS using the LEA's Quality On-Site NPS Review Rubric.

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standards-focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and Federal regulations, and Master Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review

Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers (unless CONTRACT ensures that the volunteers will have no direct contact with students), or subcontractors who will have, or likely may have any direct contact with LEA students, have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided to LEA upon request.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services are qualified as defined in Paragraph 7(d) of this Master Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with California Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and/or services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 3064(a).)

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* All paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving an LEA student shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

CONTRACTOR shall ensure that all staff are appropriately trained, consistent with the terms of this Master Contract. CONTRACTOR shall maintain records of all staff trainings, including levels of certification, and provide evidence of such training at least annually at the beginning of the school year, within six (6) days of completion of training of any new hire, and upon request.

#### **47. CALSTRS RETIREMENT REPORTING**

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

#### **48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR.

CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

**49. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR'S classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Paragraph 7 of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**50. STAFF PROFESSIONAL CONDUCT WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by CONTRACTOR providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to CONTRACTOR upon CONTRACTOR'S request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional



program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must ensure that at least one parent of the child or a LEA-approved responsible adult with written and signed authority to make decisions in an emergency is present during the provision of services. The names of any responsible adult other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The responsible adult cannot also be an employee associated with the NPS/NPA service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

## **HEALTH AND SAFETY MANDATES**

### **51. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable Federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et seq.*, and 49406, and California Health and Safety Code section 121545 regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Bloodborne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030 *et seq.* and Cal/OSHA's Bloodborne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training for all employees regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **52. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable Federal, state, and local laws, regulations, and ordinances related, but not limited to disability access, fire, health, sanitation, and building standards and safety, fire warning systems, zoning permits and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable Federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with Federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

**53. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves an LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist an LEA student with the administration of such medication after the LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify an LEA student's name, the type of medication, the date, time, and amount of each administration, and the name of CONTRACTOR'S employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with an LEA student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from the LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to the LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

**54. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall electronically submit, within 24 hours, any accident or incident report to LEA. CONTRACTOR shall properly submit accident or incident reports as required by the District.

**55. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and California Education Code section 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Legal Compliance Department ("Legal Compliance") of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

**56. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and that is prohibited by the CONTRACTOR'S policy, as well as Federal and state law. The policy should include procedures to make complaints without fear of retaliation and procedures for prompt and objective investigations of all sexual harassment complaints.

CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to California Government Code section 12950.1, including that each NPS/NPA with five or more employees must provide by January 1, 2021 at least 2 hours of training regarding sexual harassment to all supervisory employees and at least one hour of training to all nonsupervisory employees. All employees must complete sexual harassment training every two years. Any new supervisory employee must complete sexual harassment training within six (6) months of starting as a supervisory employee. The training shall include information and practical guidance regarding federal and state statutory provisions concerning the prohibition against, prevention of and correction of sexual harassment, and remedies available to victims of sexual harassment in employment as well as including practical examples to instruct supervisors in prevention of harassment, discrimination, and retaliation. The training should be presented by someone with training or expertise in prevention of harassment, discrimination, and retaliation.

**57. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers and all independent contractor(s) and/or subcontractor(s) authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 et. seq. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to LEA. The written statement shall be submitted as specified by LEA.

**FINANCIAL**

**58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall ensure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in an LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable Federal and state laws. If the CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that the nonpublic school's enrollment procedures include verification of immunizations (including adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and, in addition, on a LEA form with signatures in the manner prescribed by LEA.

Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: Name of an LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP); month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit re-billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any re-billing for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the twelve-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **59. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services from CONTRACTOR; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice as required by Education Code section 56366.5(a); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, trained, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to an LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance

documentation as outlined in Paragraph 15 of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, trained, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to an LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, LEA shall extend CONTRACTOR'S time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR'S notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after LEA's response to CONTRACTOR'S notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

## **60. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

**61. PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Paragraph 7 of this Master Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in an LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, LEA shall be notified if a student has been out of school for more than five (5) consecutive days. CONTRACTOR agrees to coordinate with LEA to determine whether the student absences are due to a health problem and whether any change to services or supports is needed at that time. (5 CCR §3051.17(c).)

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of an LEA student's unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Paragraph 7 of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

## **62. LEA AND/OR CONTRACTOR CLOSURE**

The following shall apply in the event of a LEA or CONTRACTOR closure due to an emergency, public health order, Executive Order, or other extraordinary conditions, including fire, flood, earthquake, war, or epidemic/pandemic, consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during any of the above-circumstances and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- a. NPS School Closure - If the CONTRACTOR NPS is closed due to any of the above-circumstances and the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with a signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- b. LEA and NPS School Closure - If both CONTRACTOR and LEA are closed due to any of the above-circumstances, on days the LEA is funded, CONTRACTOR shall receive payment consistent with a signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.
- c. In the event of CONTRACTOR closure due to an emergency, public health order, Executive Order, or other extraordinary conditions, including fire, flood, earthquake, war, or epidemic/pandemic, LEA reserves the right to withhold payment for services not rendered pursuant to an LEA student's ISA, consistent with Paragraph 59.

CONTRACTOR also agrees to, in the case of unexpected school closures, provide reasonable evidence that all appropriate NPS/NPA staff remain employed so as to continue providing instruction and academic related support to students via distance learning modalities (to include use of virtual platforms for students and teachers to interact). In this scenario the CONTRACTOR also will ensure students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, Ipads, hot-spots etc) required to access and participate. In this scenario the CONTRACTOR will provide a mutually agreeable attendance/service log tracking mechanism so as to ensure clear understanding of attendance, service delivery and related billing.

When a school closure contemplated by this paragraph is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need, if any, for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

## **63. INSPECTION AND AUDIT**

CONTRACTOR shall maintain and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement. Access for inspection and audit may include unannounced inspections by LEA.

CONTRACTOR shall provide LEA access to all records, including but not limited to those documents identified in Paragraph 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. Copies of all records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of

interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a Federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR'S over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a Federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

#### **64. RATE SCHEDULE**

The attached Rate Schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. They may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code sections 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this Master Contract, shall be as stated in Exhibits A and B.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

Any Nonpublic School ("NPS") or residential facility requesting a change in rate for any services provided during a subsequent Master Contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the Quality On-Site NPS Review Rubric.

#### **65. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and



- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided herein.

CONTRACTOR  
The Devereux Foundation - Glenholme School

LEA  
Sacramento City Unified School District

By: \_\_\_\_\_  
Noah Noyes Date  
Executive Director

By: \_\_\_\_\_  
Rose Ramos Date  
Chief Business Officer

**Notices to CONTRACTOR shall be addressed to:**

Noah Noyes, Executive Director  
The Devereux Foundation - Glenholme School  
81 Sabbaday Lane  
Washington, CT 06793

P: 860-868-7377 F: 860-868-0269  
Email: jmasullo@devereux.org

**Notices to LEA shall be addressed to:**

Geovanni Linares, Director III, Special Education  
Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

P: 916-643-9163 F: 916-643-9466  
Email: Geovanni-linares@scusd.edu

**EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY**

**CONTRACTOR** The Devereux Foundation - Glenholme School **CONTRACTOR NUMBER** \_\_\_\_\_ **2020-21**  
(CONTRACT YEAR)

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_ **If blank, the number shall be as determined by CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_  
(per Master Contract Section 62)

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	\$329.18	Per Day
Basic Education Program/Dual Enrollment	_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

	Rate	Period
B. <u>Related Services</u>	_____	_____
(1) a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)	_____	_____
b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)	_____	_____
c. Transportation-Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent*	_____	_____
(2) a. Educational Counseling – Individual	_____	_____
b. Educational Counseling – Group of _____	_____	_____
c. Counseling – Parent	_____	_____
(3) a. Adapted Physical Education – Individual	_____	_____
b. Adapted Physical Education – Group of _____	_____	_____
c. Adapted Physical Education – Group of _____	_____	_____
(4) a. Language and Speech Therapy – Individual	_____	_____
b. Language and Speech Therapy – Group of 2	_____	_____
c. Language and Speech Therapy – Group of 3	_____	_____
d. Language and Speech Therapy – Per diem	_____	_____
e. Language and Speech - Consultation Rate	_____	_____
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant – Group of 2	_____	_____
c. Additional Instructional Assistant – Group of 3	_____	_____
(6) Intensive Special Education Instruction**	_____	_____
(7) a. Occupational Therapy – Individual	_____	_____
b. Occupational Therapy – Group of 2	_____	_____
c. Occupational Therapy – Group of 3	_____	_____
d. Occupational Therapy – Group of 4 - 7	_____	_____
e. Occupational Therapy - Consultation Rate	_____	_____
(9) Physical Therapy	_____	_____
(10) a. Behavior Intervention – BII	_____	_____
b. Behavior Intervention – BID	_____	_____

- Provided by: \_\_\_\_\_
- (11) Nursing Services
  - (12) Residential Room & Board
  - (13) Mental Health Services
  - Other

_____	_____
_____	_____
\$193.90	Per Day
_____	_____
_____	_____

\*Parent transportation reimbursement rates are to be determined by LEA.  
 \*\*By credentialed Special Education Teacher.

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**  
(Education Code Sections 56365 *et seq.*)

This agreement is effective on \_\_\_\_\_ or the date student begins attending a nonpublic school if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency(LEA)</b>				<b>Nonpublic School</b>			
<b>Address</b>				<b>Address</b>			
<b>City, State Zip</b>				<b>City, State, Zip</b>			
<b>LEA Case Manager</b>				<b>Phone</b>		<b>Fax</b>	
				<b>e-Mail</b>			
<b>Student Last Name</b>		<b>Student First Name</b>		<b>Program Contact Name</b>			
				<b>Phone</b>		<b>Fax</b>	
<b>D.O.B.</b>		<b>I.D. #</b>		<b>e-Mail</b>			
<b>Grade</b>		<b>Level</b>		<b>Sex</b>	<b>( ) M ( ) F</b>		
<b>Parent/Guardian Last Name</b>				<b>Parent/Guardian First Name</b>			
				<b>Number of Days</b>		<b>Number of Weeks</b>	
				<b>Education Schedule – Extended School Year</b>			
				<b>Number of Days</b>		<b>Number of Weeks</b>	
<b>Address</b>				<b>Contract Begins</b>		<b>Ends</b>	
<b>City, State, Zip</b>				<b>Master Contract Approved by the Governing Board on</b>			
<b>Home Phone</b>		<b>Business</b>					

**DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:**

<u>SERVICES</u>	<u>PROVIDER</u>				<b>Cost and Duration of Session</b>	<b>Number of Sessions per wk/mo/yr</b>	<b>Maximum Number of Sessions</b>		<b>Estimated Maximum Total Cost for Contracted Period</b>
	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	<u>OTHER</u> Specify			<b>Reg School Year</b>	<b>ESY</b>	
<b>A. BASIC EDUCATION</b>									
<b>B. RELATED SERVICES</b>									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						<b>TOTAL COST</b>			<b>\$</b>

**ESTIMATED MAXIMUM RELATED SERVICES COST \$** \_\_\_\_\_

SPECIALIZED EQUIPMENT/SUPPLIES \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$** \_\_\_\_\_

4. Other Provisions/Attachments: \_\_\_\_\_

5. Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ Other (Specify \_\_\_\_\_)

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

The Parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

\_\_\_\_\_  
(Name of Nonpublic School)

\_\_\_\_\_  
(Name of LEA)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

**EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2020-2021 CONTRACT YEAR**

**CONTRACTOR:** \_\_\_\_\_ **CONTRACTOR NUMBER** \_\_\_\_\_ **CDE TOTAL ENROLLMENT ALLOWED** \_\_\_\_\_

**Rate Schedule.** This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_  
 (per Master Contract Paragraph 62)

SERVICE	DESCRIPTION	RATE
<b>Language and Speech Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ <b>Per Diem</b>
	<b>DIRECT THERAPY</b> 1:1 or small group	
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ <b>Per Hour</b>
	<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Occupational Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ <b>Per Diem</b>
	<b>DIRECT THERAPY</b> 1:1 or small group	
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ <b>Per Hour</b>
	<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Physical Therapy</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ <b>Per Diem</b>
	<b>DIRECT THERAPY</b> 1:1 or small group	
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ <b>Per Hour</b>
	<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Behavior Intervention Services</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	\$ _____ <b>Per Diem</b>
	<b>DIRECT STUDENT AIDE</b> 1:1 or small group, implementing behavior plan, data collection.	\$ _____ <b>Per Hour</b>
	<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ <b>Per Hour</b>
	<b>SUPERVISING CONSULTANT:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ <b>Per Hour</b>
	<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	\$ _____ <b>Per Hour</b>
<b>Other:</b>	<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ <b>Per Diem</b>
		\$ _____ <b>Per Hour</b>

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES** (Education Code Sections 56365 et seq.)

This agreement is effective on \_\_\_\_\_ or the date student begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

SELPA INFORMATION	
Special Education	Program Contact: Geovanni Linares
Sacramento City Unified School District	Program Contact Phone: (916) 643-9174
5735 47 <sup>th</sup> Avenue	Program Contact Fax: (916) 399-2019
Sacramento, CA 95824	Program Contact E-mail: geovanni-linares@scusd.edu

NPA INFORMATION	
Nonpublic Agency:	Program Contact:
Address:	Program Contact Phone:
City/State/Zip	Program Contact Fax:
	Program Contact E-mail:

STUDENT INFORMATION			
Student Last:		Student First:	
DOB:	Grade:	Sex: ( ) F ( ) M	Student ID#:
Student Track:		Progress Reporting Requirements: (At least 4 per Section 36)	
# of Days Reg School Yr:	# of Days Ext School Yr:	( ) IEP Benchmark Dates ( ) Other: _____	
Parent/Guardian Last:		Parent/Guardian First:	
Parent/Guardian Phone #1: ( )-		Parent/Guardian Phone #2: ( )-	
School Site:		SpEd Case Manager:	
Address:		SpEd Case Manager Phone: (916)-	
City/Zip:		SpEd Case Manager Fax: (916)-	
School Site Phone: (916)-		SpEd Case Manager E-mail: @scusd.edu	

CONTRACT INFORMATION		
ISA Begins:	ISA Ends:	Master Contract Approved by Governing Board on:

SERVICE INFORMATION									
	Direct Therapy Sessions/Duration per IEP Year		Consultation Sessions/Duration per IEP Year		Other Services per IEP Year		TOTAL Duration	COST Per Hour	Estimated Max Total for ISA Period
	Reg School YR	ESY	Reg School YR	ESY	Reg School YR	ESY			
Language and Speech Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Occupational Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Physical Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		

Behavior Intervention Services	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Other:	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		

The Parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

\_\_\_\_\_

(Name of Nonpublic Agency)

\_\_\_\_\_

(Name of LEA)

\_\_\_\_\_

(Signature)

(Date)

\_\_\_\_\_

(Signature)

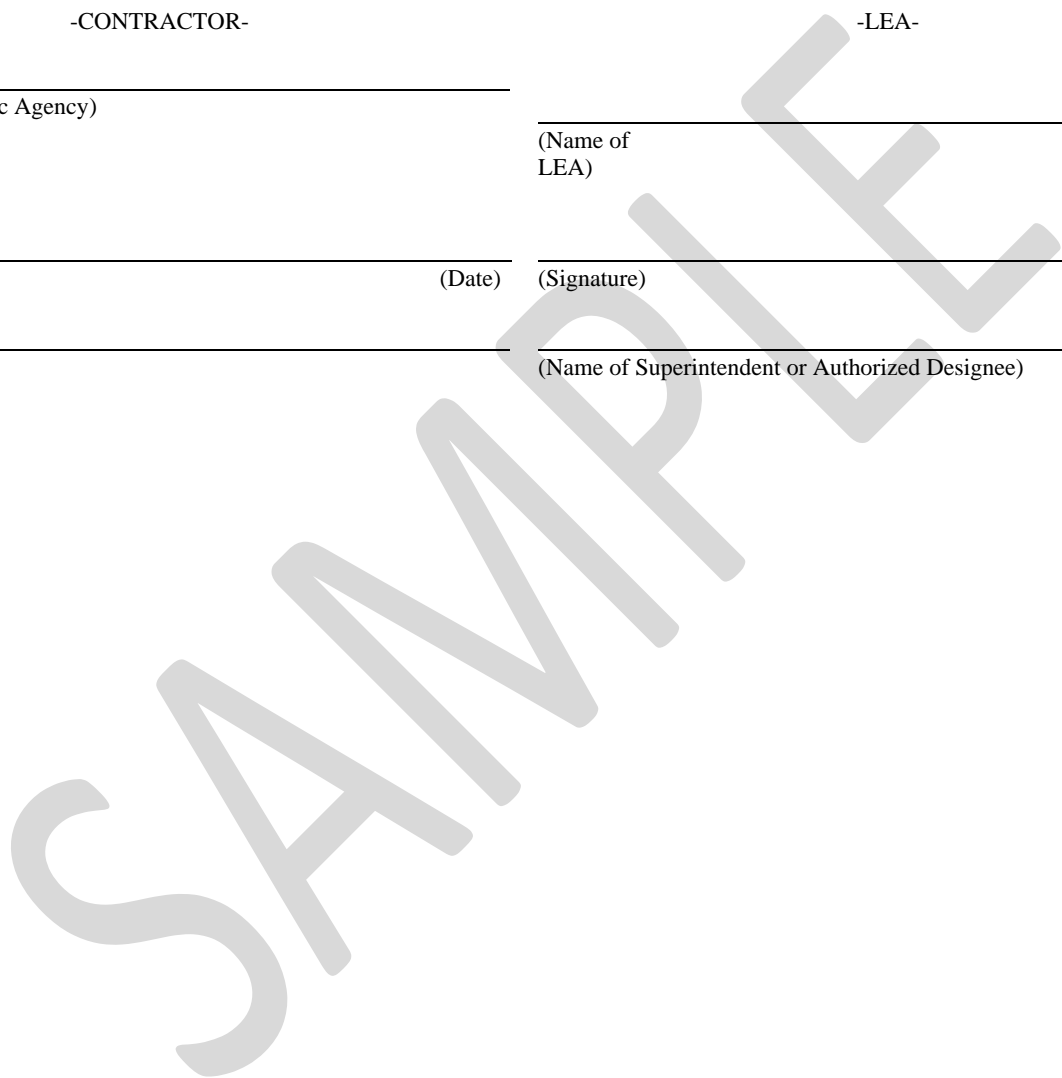
(Date)

\_\_\_\_\_

(Name and Title)

\_\_\_\_\_

(Name of Superintendent or Authorized Designee)







# CONTRACT APPROVAL AND ROUTING FORM

School Site/Department: \_\_\_\_\_ Agreement/Contract With: \_\_\_\_\_ TalkPath Live

Provide a brief description of the agreement: \_\_\_\_\_

\_\_\_\_\_

This agreement consists of the following documents: \_\_\_\_\_

Period of Agreement: \_\_\_\_\_ Board Approval Date (if required): \_\_\_\_\_

Cancellation Terms: \_\_\_\_\_

Amount \$ \_\_\_\_\_  Revenue (Grant, Award, Reimbursement for Services Provided)  
 Expenditure  Zero-Dollar/Non-Fiscal

If Applicable, Requisition #: \_\_\_\_\_

To Receive Funds, Invoicing Required:  Yes  No

Funding Source: \_\_\_\_\_

*Contracts Use: Executed agreement provided to*  
 Budget  Accounting for invoicing

Payment Terms: \_\_\_\_\_

### I have read and agree with the terms of this agreement:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*Dept. Manager/Principal (Print Name) Signature*

### **IAS or Cabinet Level Approval** (required)

*I approve as to substance:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*IAS or Chief (Print Name) Signature*

### **Purchasing/Contracts Review** (required)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*Signature*

### **Legal Services Review** (when necessary)

- Changes necessary as specified on the document or on the attached memorandum.
- Approved as to form.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Print Name) Signature*

### **Risk Management Approval** (required)

N/A  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Print Name) Signature*

Insurance documents  Received  Issued Valid to: \_\_\_\_\_

### **Final Approval** (required)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*CBO or Deputy Supt. (Print Name) Signature*

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2020-2021**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2020, between the Sacramento City Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”) and Presence Learning (nonpublic, nonsectarian school or agency, hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”), and a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR’S obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by an LEA student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification or licensure specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’S nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to California Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification and in Paragraph 24 of the Master Contract.

In addition to meeting the certification requirements of the state of California, a CONTRACTOR that operates a program outside of this state shall be certified and all staff providing services to pupils shall be certified and/or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this state, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA. Any suspension or revocation of CDE certification shall also be good cause for the immediate suspension or termination of this Master Contract by LEA, at LEA's discretion.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable Federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that, taking into consideration all of the surrounding facts and circumstances, a policy or policies, or a portion of a policy, does/do not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Paragraph 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2020 to June 30, 2021 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2020. (Cal. Code Regs., tit. 5, § 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes LEA Procedures and Individual Services Agreement requirements which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation, and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (Ed. Code §§ 56366(c)(1)-(2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an Individual Services Agreement ("ISA") developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to California Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to an LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, an LEA student's parent, CONTRACTOR, or LEA may request a review of an LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirements of state and Federal law unless the parent and LEA voluntarily agree otherwise, or an interim alternative educational setting is deemed lawful and appropriate by OAH consistent with applicable state and federal law, including Title 20 U.S.C. Section

1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (“SELPA”) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. In accordance with Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person holds a certificate, permit, or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met Federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including but not limited to the requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, California Code of Regulations, title 5, sections 3064 and 3065 and California Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency–approved or recognized requirements, and adheres to the standards of professional practice established in Federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body.

Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Cal. Code Regs., tit. 5, § 3001(r).)

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a

license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(1).

- f. “Parent” means:
- i. a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child;
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare;
  - iv. a surrogate parent; or
  - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(a)(2) or (b)(2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (Ed. Code § 56028.)

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code section 46307, in which an LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and may be referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and Federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including

electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services (including supervision); daily service logs and notes used to record the provision of services provided by instructional assistants, behavior intervention aides, bus aides and supervisors; current transcripts, grade or progress reports, behavioral data, IEP/IFSPs, signature pages, and reports; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited, statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents and other documents evidencing financial expenditures; Federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate interests therefore. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from an LEA student's record. Such log needs not to record access to an LEA student's records by: (a) an LEA student's parent; (b) an individual to whom written consent has been executed by an LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records and comply with parents' requests for copies of student records, as required by state and Federal laws and regulations. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, Federal or local governmental agency. LEA shall provide CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or an Individual Services Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of this Master Contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract unless the parent agrees to the transfer of the student to a public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (Ed. Code § 56366(a)(4)). Notwithstanding the foregoing, this Master Contract may be terminated immediately, without twenty days prior notice and at the LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's certification. If this Master Contract is terminated with twenty days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract on the date of termination. If the Master Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract within five (5) business days. ISAs are void upon termination of this Master Contract, except as provided in Paragraphs 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

**15. INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

**PART I – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual



molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit. If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education as named additional insureds and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA. All premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (“NPS/RTC”), the following insurance policies are required:

- A. **Commercial General Liability Insurance** including both bodily injury and property damage, with limits of at least \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC’s insurance primary despite any conflicting provisions in the RTC’s policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime** coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse** coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

**16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA shall have the right, in its sole discretion, to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless

against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

#### **17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that holding.

#### **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts to the fullest extent possible. Furthermore, when developing subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Paragraphs 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effecting coverage required by Paragraph 15 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to the LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, designation of NPS or NPA, and the location of the

school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Paragraph 45 (Clearance Requirements) and Paragraph 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid and disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR'S facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for an LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to an LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after an LEA student is enrolled in CONTRACTOR'S school/agency) or whether an assessment of an LEA student is performed or a report is prepared in the normal course of the services provided to an LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings. Such action shall constitute sufficient good cause for termination of this Master Contract.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity, gender expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by Federal or state law, or the perception of one of more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics. (Gov. Code § 12940 *et seq.*)

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION ("FAPE")**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with an LEA student's IEP and as specified in the ISA.

If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in an LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in an LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in an LEA student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge an LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to an LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by an LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for an LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in an LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education ("SBE") - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards-aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency ("LEA"), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and Federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as specified in an LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution ("LCI"), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian, or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level attending LEA schools and shall be specified in an LEA student's ISA developed in accordance with the LEA student's IEP.

For students in grades kindergarten through 12, inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be the same as the California Education Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in an LEA student's IEP and ISA.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in an LEA student's ISA developed in accordance with the LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased

by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

## **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Master Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by an LEA student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe only the same legal holidays as LEA. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in an LEA student's IEP and ISA. Unless otherwise specified in an LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only

those days that an LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Paragraph 62.

## **26. DATA REPORTING**

CONTRACTOR agrees to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System ("SEIS") or comparable program/system approved by LEA/SELPA for all IEP development, documenting services, and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

LEA shall provide CONTRACTOR with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. LEA may approve use of CONTRACTOR-provided forms at its discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team's recommendations and/or activities to support the transition.



**28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the English Language Proficiency Assessments for California (“ELPAC”), as appropriate to the student and mandated by LEA pursuant to LEA and state and Federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to California Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with all requirements of California Education Code sections 49005 *et seq.*, 56521.1, and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Master Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support (“MTSS”) to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Master Contract.

LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with Federal and state law and implementing regulations. If the individualized education program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports (“BERs”). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy, provide each employee a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall also ensure that all of its staff members are trained at least annually in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. Training includes certification with an approved SELPA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday.

(Ed. Code 56366.10(f).) CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate behavior management training records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be submitted to the LEA at least annually at the beginning of the school year, within five (5) business days of completion of training for any new hire, or upon request.

Pursuant to California Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency, as suitable to the situation. CONTRACTOR shall ensure that all staff are trained on the use of emergency interventions. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within five (5) days of completion of training for any new hire. Consistent with Paragraph 44 of this Master Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and LEA shall be notified within one school day, if an emergency intervention is used or serious property damage occurs. The residential care provider shall also be notified, if appropriate. CONTRACTOR shall complete a behavior emergency report ("BER") when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to student, self, or others. A BER is also required if (a) a non-violent physical intervention was used to protect the safety of student, self, or others; or (b) a physical intervention has not been used, but an injury or serious property damage has occurred. Use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. CONTRACTOR shall immediately complete and maintain in the file of an LEA student, a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by an LEA student or others, including staff, as a result of the incident. The BER shall immediately be forwarded to LEA for administrative action. CONTRACTOR shall also notify the LEA and parents within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, coordinate with the LEA to schedule an IEP team meeting to review the BER, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. If assessment is not proposed and/or if the IEP team determines that an interim plan is determined not to be necessary, the IEP team shall document the reasons for not conducting a functional behavioral assessment, not developing an interim plan, or both.

Consistent with the requirements of California Education Code section 56521.1(h), if a BER is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, the student shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, that may require an IEP team meeting.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; (8) An intervention that deprives the individual of one or more of his or her senses. In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations.

CONTRACTOR must review and revise all restraint practices when they have an adverse effect on a student or are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above. LEA may require a review of restraint practices at any time, including but not limited to, in response to an emergency intervention report via telephone, in response to observations or audit by LEA staff, in response to a parent's concern, or in response to BERs forwarded to LEA for administrative action.

**BEHAVIOR INTERVENTION REPORTING:** Twice annually, CONTRACTOR shall certify that (a) CONTRACTOR has reviewed the BERs for each student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used when there is a clear or present danger; and (d) BERs have been properly completed and forwarded to LEA as required by this Master Contract.

Failure to comply with any of the requirements of Paragraph 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Master Contract.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and Federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove an LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: The LEA student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action.

A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (Ed. Code §§ 56366(a)(2)(B)(i), (ii); 56345(b)(4).)

If an LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System ("SEIS") or other comparable program/system as approved by LEA solely at LEA's discretion, for all IEP planning and progress reporting. LEA shall provide training to nonpublic school and nonpublic agency staff, as necessary, to ensure access to SEIS or the comparable program/system designated and approved for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or on the LEA-approved comparable program/system, and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or LEA-approved comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational setting is deemed lawful and appropriate by LEA or OAH consistent with applicable law. (20 U.S.C. § 1415(k)(4)(A).)

**33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with all LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to an LEA student's education that a parent has under the IDEA pursuant to 20 U.S.C. §§ 1414-1482 and 34 C.F.R. §§ 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR will make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or Federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR'S program and/or the implementation of a particular student's IEP/ISA.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code section 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.* CONTRACTOR shall include verification of these procedures to LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of those complaints, including any and all reports generated as a result of an investigation.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents, with a concurrent copy sent to LEA, at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR'S place of business.

CONTRACTOR shall also provide LEA representatives access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, chart notes, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support and/or intervention plans. LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR

agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by LEA.

CONTRACTOR shall complete academic or other assessment of an LEA student ten (10) days prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and Federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP team to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments resulting from an assessment plan shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Such assessment costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge an LEA student's parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, including evaluations to obtain present levels of performance, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours are limited to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon an LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts on LEA-approved forms to an LEA student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA, the names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Paragraphs 9 and 26 of this Master Contract.

### **38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of an LEA student's change of residence. Within five (5) school days after CONTRACTOR becomes aware of an LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of an LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when an LEA student is withdrawn without prior notice from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and an LEA student's living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and provide travel information to parent(s) as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

In addition to the requirements set forth in Paragraph 50, if CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

**42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution ("LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in California Education Code sections 48853, 51225.1, 51225.3, 51228.1, 51228.2, 56366, 56336(a)(2)(C), 56366.1, and 56366.9, California Health and Safety Code section 1501.1(b), and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. section 1411 *et seq.*

and California Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (“IDEIA”), 20 U.S.C. section 1401(29); California Education Code section 56031 and Title 5, California Code of Regulations section 3001 *et seq.*, regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in an LEA student’s IEPs.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit to the NPS during each school year during which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil’s IEP, a review of progress the pupil is making toward the goals set forth in the pupil’s behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not already have pupils enrolled at the school at the time of placement. (Ed. Code § 56366.1.)

CONTRACTOR shall allow LEA representatives access to its facilities for the purpose of periodic monitoring of each LEA student’s instructional program, and shall be invited to participate in the formal review of each student’s progress. LEA representatives shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student’s records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR’S site administrative office. CONTRACTOR shall be invited to participate in the review of each student’s progress.

If CONTRACTOR is also a LCI and/or NPS/RTC, CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9 and California Health and Safety Code section 1501.1(b). LEA may also conduct its own onsite review of a NPS using the LEA’s Quality On-Site NPS Review Rubric.

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standards-focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall



complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and Federal regulations, and Master Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers (unless CONTRACT ensures that the volunteers will have no direct contact with students), or subcontractors who will have, or likely may have any direct contact with LEA students, have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided to LEA upon request.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services are qualified as defined in Paragraph 7(d) of this Master Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with California Education Code section 56366.1(n)(1) and are qualified pursuant to Title

34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and/or services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 3064(a).)

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* All paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving an LEA student shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

CONTRACTOR shall ensure that all staff are appropriately trained, consistent with the terms of this Master Contract. CONTRACTOR shall maintain records of all staff trainings, including levels of certification, and provide evidence of such training at least annually at the beginning of the school year, within six (6) days of completion of training of any new hire, and upon request.

#### **47. CALSTRS RETIREMENT REPORTING**

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

**48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

**49. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR'S classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Paragraph 7 of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**50. STAFF PROFESSIONAL CONDUCT WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code

of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by CONTRACTOR providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to CONTRACTOR upon CONTRACTOR'S request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must ensure that at least one parent of the child or a LEA-approved responsible adult with written and signed authority to make decisions in an emergency is present during the provision of services. The names of any responsible adult other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The responsible adult cannot also be an employee associated with the NPS/NPA service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

## **HEALTH AND SAFETY MANDATES**

### **51. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable Federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et seq.*, and 49406, and California Health and Safety Code section 121545 regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Bloodborne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030 *et seq.* and Cal/OSHA's Bloodborne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training for all employees regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **52. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable Federal, state, and local laws, regulations, and ordinances related, but not limited to disability access, fire, health, sanitation, and building standards and safety, fire warning systems, zoning permits and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable Federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of

facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with Federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

### **53. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves an LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist an LEA student with the administration of such medication after the LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify an LEA student's name, the type of medication, the date, time, and amount of each administration, and the name of CONTRACTOR'S employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with an LEA student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from the LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to the LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

### **54. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall electronically submit, within 24 hours, any accident or incident report to LEA. CONTRACTOR shall properly submit accident or incident reports as required by the District.

### **55. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and California Education Code section 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Legal Compliance Department ("Legal Compliance") of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

**56. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and that is prohibited by the CONTRACTOR'S policy, as well as Federal and state law. The policy should include procedures to make complaints without fear of retaliation and procedures for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to California Government Code section 12950.1, including that each NPS/NPA with five or more employees must provide by January 1, 2021 at least 2 hours of training regarding sexual harassment to all supervisory employees and at least one hour of training to all nonsupervisory employees. All employees must complete sexual harassment training every two years. Any new supervisory employee must complete sexual harassment training within six (6) months of starting as a supervisory employee. The training shall include information and practical guidance regarding federal and state statutory provisions concerning the prohibition against, prevention of and correction of sexual harassment, and remedies available to victims of sexual harassment in employment as well as including practical examples to instruct supervisors in prevention of harassment, discrimination, and retaliation. The training should be presented by someone with training or expertise in prevention of harassment, discrimination, and retaliation.

**57. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers and all independent contractor(s) and/or subcontractor(s) authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 et. seq. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to LEA. The written statement shall be submitted as specified by LEA.

**FINANCIAL**

**58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall ensure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in an LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable Federal and state laws. If the CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that the nonpublic school's enrollment procedures include verification of immunizations (including adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter.

CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and, in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: Name of an LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP); month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit re-billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any re-billing for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the twelve-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **59. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services from CONTRACTOR; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice as required by Education Code section 56366.5(a); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed,

trained, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to an LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Paragraph 15 of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, trained, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to an LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, LEA shall extend CONTRACTOR'S time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR'S notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after LEA's response to CONTRACTOR'S notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).



**60. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

**61. PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Paragraph 7 of this Master Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in an LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, LEA shall be notified if a student has been out of school for more than five (5) consecutive days. CONTRACTOR agrees to coordinate with LEA to determine whether the student absences are due to a health problem and whether any change to services or supports is needed at that time. (5 CCR §3051.17(c).)

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of an LEA student's unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Paragraph 7 of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **62. LEA AND/OR CONTRACTOR CLOSURE**

The following shall apply in the event of a LEA or CONTRACTOR closure due to an emergency, public health order, Executive Order, or other extraordinary conditions, including fire, flood, earthquake, war, or epidemic/pandemic, consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during any of the above-circumstances and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- a. NPS School Closure - If the CONTRACTOR NPS is closed due to any of the above-circumstances and the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with a signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- b. LEA and NPS School Closure - If both CONTRACTOR and LEA are closed due to any of the above-circumstances, on days the LEA is funded, CONTRACTOR shall receive payment consistent with a signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.
- c. In the event of CONTRACTOR closure due to an emergency, public health order, Executive Order, or other extraordinary conditions, including fire, flood, earthquake, war, or epidemic/pandemic, LEA reserves the right to withhold payment for services not rendered pursuant to an LEA student's ISA, consistent with Paragraph 59.

CONTRACTOR also agrees to, in the case of unexpected school closures, provide reasonable evidence that all appropriate NPS/NPA staff remain employed so as to continue providing instruction and academic related support to students via distance learning modalities (to include use of virtual platforms for students and teachers to interact). In this scenario the CONTRACTOR also will ensure students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, Ipads, hot-spots etc) required to access and participate. In this scenario the CONTRACTOR will provide a mutually agreeable attendance/service log tracking mechanism so as to ensure clear understanding of attendance, service delivery and related billing.

When a school closure contemplated by this paragraph is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need, if any, for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

### **63. INSPECTION AND AUDIT**

CONTRACTOR shall maintain and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement. Access for inspection and audit may include unannounced inspections by LEA.

CONTRACTOR shall provide LEA access to all records, including but not limited to those documents identified in Paragraph 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. Copies of all records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a Federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR'S over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a Federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

#### **64. RATE SCHEDULE**

The attached Rate Schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. They may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code sections 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this Master Contract, shall be as stated in Exhibits A and B.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

Any Nonpublic School ("NPS") or residential facility requesting a change in rate for any services provided during a subsequent Master Contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the Quality On-Site NPS Review Rubric.

**65. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided herein.

CONTRACTOR  
Presence Learning

LEA  
Sacramento City Unified School District

By: \_\_\_\_\_  
Anthony Pane Date  
CFO

By: \_\_\_\_\_  
Rose Ramos Date  
Chief Business Officer

**Notices to CONTRACTOR shall be addressed to:**

Anthony Pane, CFO  
Presence Learning  
180 Montgomery Street, Ste: 1850  
San Francisco, CA 94104

P: 916-972-2639 F:  
Email: anthony.pane@presencelearning.com

**Notices to LEA shall be addressed to:**

Geovanni Linares, Director III, Special Education  
Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

P: 916-643-9163 F: 916-643-9466  
Email: Geovanni-linares@scusd.edu



(11) Nursing Services  
Other

_____	_____
_____	_____
_____	_____

\*Parent transportation reimbursement rates are to be determined by LEA.  
\*\*By credentialed Special Education Teacher.

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**  
(Education Code Sections 56365 *et seq.*)

This agreement is effective on \_\_\_\_\_ or the date student begins attending a nonpublic school if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency(LEA)</b>				<b>Nonpublic School</b>			
<b>Address</b>				<b>Address</b>			
<b>City, State Zip</b>				<b>City, State, Zip</b>			
<b>LEA Case Manager</b>				<b>Phone</b>		<b>Fax</b>	
				<b>e-Mail</b>			
<b>Student Last Name</b>		<b>Student First Name</b>		<b>Program Contact Name</b>			
				<b>Phone</b>		<b>Fax</b>	
<b>D.O.B.</b>		<b>I.D. #</b>		<b>e-Mail</b>			
<b>Grade</b>		<b>Level</b>		<b>Sex</b>	<b>( ) M ( ) F</b>		
<b>Parent/Guardian Last Name</b>				<b>Parent/Guardian First Name</b>			
				<b>Number of Days</b>		<b>Number of Weeks</b>	
				<b>Education Schedule – Extended School Year</b>			
				<b>Number of Days</b>		<b>Number of Weeks</b>	
<b>Address</b>				<b>Contract Begins</b>		<b>Ends</b>	
<b>City, State, Zip</b>				<b>Master Contract Approved by the Governing Board on</b>			
<b>Home Phone</b>		<b>Business</b>					

**DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:**

<b>SERVICES</b>	<b>PROVIDER</b>				<b>Cost and Duration of Session</b>	<b>Number of Sessions per wk/mo/yr</b>	<b>Maximum Number of Sessions</b>		<b>Estimated Maximum Total Cost for Contracted Period</b>
	<b>LEA</b>	<b>NPS</b>	<b>NPA</b>	<b>OTHER Specify</b>			<b>Reg School Year</b>	<b>ESY</b>	
<b>A. BASIC EDUCATION</b>									
<b>B. RELATED SERVICES</b>									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						<b>TOTAL COST</b>		<b>\$</b>	

**ESTIMATED MAXIMUM RELATED SERVICES COST \$** \_\_\_\_\_

SPECIALIZED EQUIPMENT/SUPPLIES \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$** \_\_\_\_\_

4. Other Provisions/Attachments: \_\_\_\_\_

5. Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ Other (Specify \_\_\_\_\_)

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

The Parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

\_\_\_\_\_  
(Name of Nonpublic School)

\_\_\_\_\_  
(Name of LEA)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)



**EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2020-2021 CONTRACT YEAR**

**CONTRACTOR: Presence Learning**

**Rate Schedule.** This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

DESCRIPTION	RATES
<b>LANGUAGE AND SPEECH THERAPY</b>	
<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	
<b>DIRECT THERAPY</b> 1:1 or small group	
<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	
<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Screening by SLP	\$64.00
Bilingual Screening by SLP	\$115.00
Evaluation Coordination and Reporting by SLP	\$257.00
Evaluation Coordination and Reporting by Bilingual SLP	\$257.00
Review of Records by SLP	\$114.00
Additional Assessment Component by SLP	\$33.00
Articulation Standard Assessment	\$69.00
Auditory Processing Select Index	\$85.00
Classroom Observation by SLP	\$47.00
Early Childhood Language Assessment	\$103.00
Fluency Standard Assessment	\$114.00
Language Select Index	\$31.00
Language Standard Assessment	\$149.00
Pragmatic Language Standard Assessment	\$91.00
Phonological Process Analysis Select Index	\$26.00
Phonological Processing Assessment	\$77.00
Supplemental Language Screener	\$26.00
Spanish Language Standard Assessment	\$143.00
Spanish Language Select Index	\$47.00
Spanish Auditory Processing Select Index	\$85.00
Additional Bilingual Assessment Component	\$47.00
Spanish Articulation Measures	\$47.00
Spanish Articulation Standard Assessment	\$57.00
Augmentative Alternative Communication Assessment	\$114.00
Additional Language Subtest	\$33.00
Home Coordination by SLP	\$114.00
Language Difference vs. Disorder Analysis	\$86.00
Pre-referral Meeting by SLP	\$114.00
<b>OCCUPATIONAL THERAPY</b>	
<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	
<b>DIRECT THERAPY</b> 1:1 or small group	
<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	
<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Screening by OT	\$64.00
Evaluation Coordination and Reporting by OT	\$257.00
Review of Records by OT	\$114.00
Classroom Observation by OT	\$47.00
Standard School-Related-ADL Assessment	\$74.00

Standard Sensory Processing Assessment	\$74.00
Standard Motor Skills Assessment	\$86.00
Standard Visual Perception Assessment	\$74.00
Standard Preschool Assessment	\$114.00
Additional Assessment Component by OT	\$33.00
Home Coordination by OT	\$114.00
Informal Fine Motor Assessment	\$47.00
Pre-referral Meeting by OT	\$114.00
<b>PHYSICAL THERAPY</b>	
<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	
<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	
<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>BEHAVIOR INTERVENTION SERVICES</b>	
<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	
<b>DIRECT STUDENT AIDE</b> 1:1 or small group, implementing behavior plan, data collection.	
<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	
<b>SUPERVISING CONSULTANT:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	
<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	
Screening by MHP	\$150.00
Evaluation Coordination and Reporting by MHP	\$290.00
Review of Records by MHP	\$270.00
Rating Scale Assessment	\$150.00
Classroom Observation by MHP	\$135.00
Additional Assessment by MHP	\$270.00
Additional Requested Meetings	\$67.00
Bilingual Services by MHP	\$135.00
Home Coordination by MHP	\$135.00
Pre-referral Meeting by MHP	\$135.00
Additional Requested Paperwork	\$67.00
<b>OTHER</b>	
Psychoeducational Assessment:	
Evaluation Coordination and Reporting by MHP	\$290.00
Review of Records by MHP	\$270.00
Cognitive Select Index	\$135.00
Processing Select Index	\$135.00
Achievement Select Index	\$135.00
Rating Scale Assessment	\$150.00
Classroom Observation by MHP	\$135.00
Achievement Standard Battery	\$270.00
Long Cognitive Battery	\$270.00
Additional Assessment by MHP	\$270.00
Processing Standard Battery	\$270.00
Additional Requested Meetings	\$67.00
School Psych Consultation	\$87.00
Bilingual Services by MHP	\$135.00
Short Cognitive Battery	\$135.00
Spanish Select Index	\$300.00
Spanish Battery	\$390.00
Screening by MHP	\$150.00

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES** (Education Code Sections 56365 et seq.)

This agreement is effective on \_\_\_\_\_ or the date student begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

SELPA INFORMATION	
Special Education	Program Contact: Geovanni Linares
Sacramento City Unified School District	Program Contact Phone: (916) 643-9174
5735 47 <sup>th</sup> Avenue	Program Contact Fax: (916) 399-2019
Sacramento, CA 95824	Program Contact E-mail: Geovanni-linares@scusd.edu

NPA INFORMATION	
Nonpublic Agency:	Program Contact:
Address:	Program Contact Phone:
City/State/Zip	Program Contact Fax:
	Program Contact E-mail:

STUDENT INFORMATION			
Student Last:		Student First:	
DOB:	Grade:	Sex: ( ) F ( ) M	Student ID#:
Student Track:		Progress Reporting Requirements: (At least 4 per Section 36)	
# of Days Reg School Yr:	# of Days Ext School Yr:	( ) IEP Benchmark Dates ( ) Other: _____	
Parent/Guardian Last:		Parent/Guardian First:	
Parent/Guardian Phone #1: ( )-		Parent/Guardian Phone #2: ( )-	
School Site:		SpEd Case Manager:	
Address:		SpEd Case Manager Phone: (916)-	
City/Zip:		SpEd Case Manager Fax: (916)-	
School Site Phone: (916)-		SpEd Case Manager E-mail: @scusd.edu	

CONTRACT INFORMATION		
ISA Begins:	ISA Ends:	Master Contract Approved by Governing Board on:

SERVICE INFORMATION									
	Direct Therapy Sessions/Duration per IEP Year		Consultation Sessions/Duration per IEP Year		Other Services per IEP Year		TOTAL Duration	COST Per Hour	Estimated Max Total for ISA Period
	Reg School YR	ESY	Reg School YR	ESY	Reg School YR	ESY			
Language and Speech Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Occupational Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Physical Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		

Behavior Intervention Services	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Other:	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		

The Parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

\_\_\_\_\_  
(Name of Nonpublic Agency)

\_\_\_\_\_  
(Name of LEA)

\_\_\_\_\_  
(Signature)

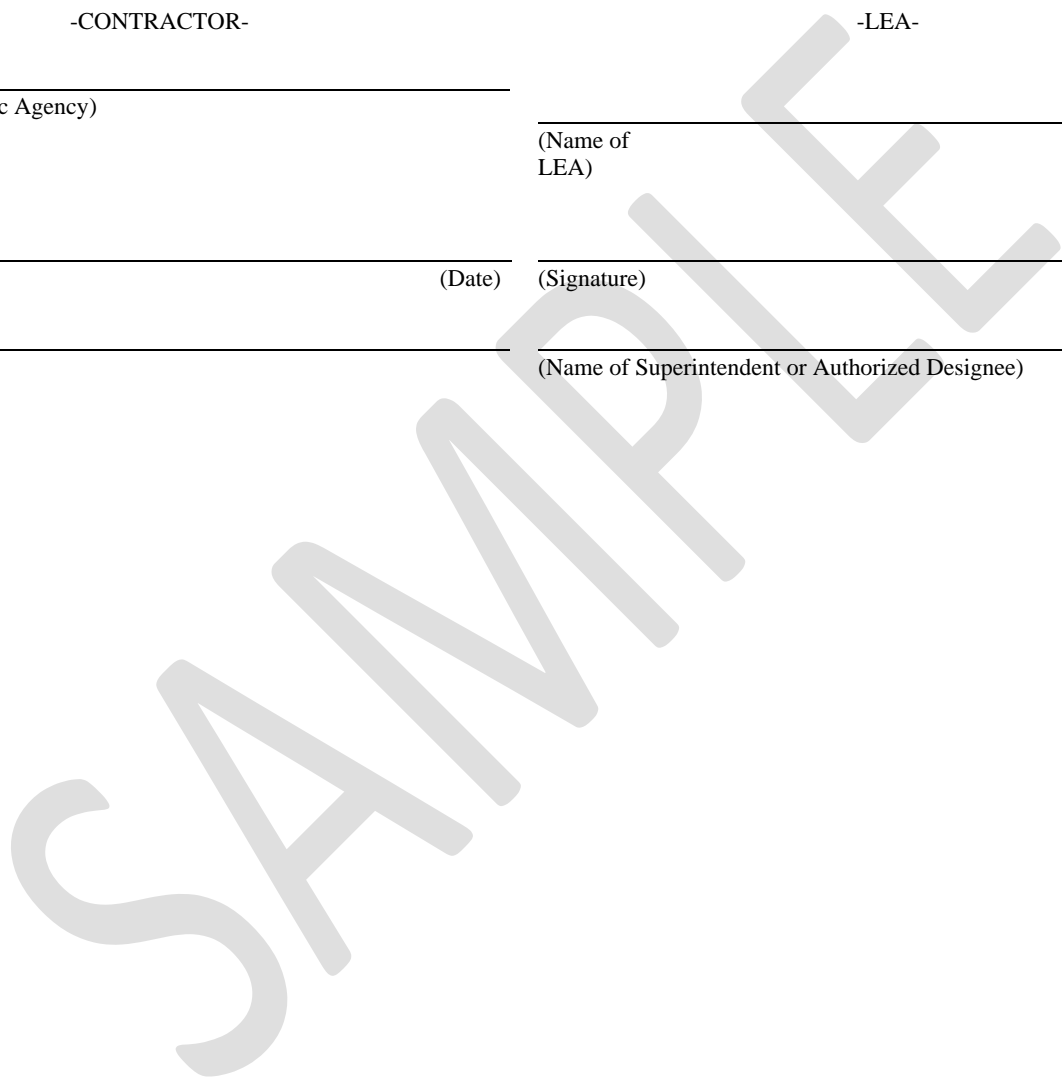
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)



**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2020-2021**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2020, between the Sacramento City Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”) and PrentGraf, Ltd dba TalkPath Live (nonpublic, nonsectarian school or agency, hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”), and a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR’S obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by an LEA student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification or licensure specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’S nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to California Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification and in Paragraph 24 of the Master Contract.

In addition to meeting the certification requirements of the state of California, a CONTRACTOR that operates a program outside of this state shall be certified and all staff providing services to pupils shall be certified and/or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this state, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA. Any suspension or revocation of CDE certification shall also be good cause for the immediate suspension or termination of this Master Contract by LEA, at LEA's discretion.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable Federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that, taking into consideration all of the surrounding facts and circumstances, a policy or policies, or a portion of a policy, does/do not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Paragraph 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2020 to June 30, 2021 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2020. (Cal. Code Regs., tit. 5, § 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes LEA Procedures and Individual Services Agreement requirements which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation, and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (Ed. Code §§ 56366(c)(1)-(2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an Individual Services Agreement ("ISA") developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to California Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to an LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, an LEA student's parent, CONTRACTOR, or LEA may request a review of an LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirements of state and Federal law unless the parent and LEA voluntarily agree otherwise, or an interim alternative educational setting is deemed lawful and appropriate by OAH consistent with applicable state and federal law, including Title 20 U.S.C. Section

1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (“SELPA”) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. In accordance with Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person holds a certificate, permit, or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met Federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including but not limited to the requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, California Code of Regulations, title 5, sections 3064 and 3065 and California Education Code section 56366.1(n)(1), or, in the absence of such requirements, the state-education-agency–approved or recognized requirements, and adheres to the standards of professional practice established in Federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body.

Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Cal. Code Regs., tit. 5, § 3001(r).)

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a



license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(1).

- f. “Parent” means:
- i. a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child;
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare;
  - iv. a surrogate parent; or
  - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(a)(2) or (b)(2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (Ed. Code § 56028.)

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code section 46307, in which an LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and may be referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and Federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including

electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services (including supervision); daily service logs and notes used to record the provision of services provided by instructional assistants, behavior intervention aides, bus aides and supervisors; current transcripts, grade or progress reports, behavioral data, IEP/IFSPs, signature pages, and reports; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited, statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents and other documents evidencing financial expenditures; Federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate interests therefore. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from an LEA student's record. Such log needs not to record access to an LEA student's records by: (a) an LEA student's parent; (b) an individual to whom written consent has been executed by an LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records and comply with parents' requests for copies of student records, as required by state and Federal laws and regulations. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, Federal or local governmental agency. LEA shall provide CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or an Individual Services Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of this Master Contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract unless the parent agrees to the transfer of the student to a public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (Ed. Code § 56366(a)(4)). Notwithstanding the foregoing, this Master Contract may be terminated immediately, without twenty days prior notice and at the LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's certification. If this Master Contract is terminated with twenty days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract on the date of termination. If the Master Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract within five (5) business days. ISAs are void upon termination of this Master Contract, except as provided in Paragraphs 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

**15. INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

**PART I – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual

molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit. If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education as named additional insureds and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA. All premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (“NPS/RTC”), the following insurance policies are required:

- A. **Commercial General Liability Insurance** including both bodily injury and property damage, with limits of at least \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC’s insurance primary despite any conflicting provisions in the RTC’s policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers’ Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime** coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse** coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

**16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA shall have the right, in its sole discretion, to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless

against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts to the fullest extent possible. Furthermore, when developing subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Paragraphs 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effecting coverage required by Paragraph 15 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to the LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, designation of NPS or NPA, and the location of the

school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Paragraph 45 (Clearance Requirements) and Paragraph 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid and disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR'S facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for an LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to an LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after an LEA student is enrolled in CONTRACTOR'S school/agency) or whether an assessment of an LEA student is performed or a report is prepared in the normal course of the services provided to an LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings. Such action shall constitute sufficient good cause for termination of this Master Contract.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity, gender expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by Federal or state law, or the perception of one of more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics. (Gov. Code § 12940 *et seq.*)

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION ("FAPE")**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with an LEA student's IEP and as specified in the ISA.

If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in an LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in an LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in an LEA student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge an LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to an LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by an LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for an LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in an LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education ("SBE") - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards-aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency ("LEA"), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and Federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.



When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as specified in an LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution ("LCI"), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian, or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level attending LEA schools and shall be specified in an LEA student's ISA developed in accordance with the LEA student's IEP.

For students in grades kindergarten through 12, inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be the same as the California Education Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in an LEA student's IEP and ISA.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in an LEA student's ISA developed in accordance with the LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased

by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

## **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Master Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by an LEA student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe only the same legal holidays as LEA. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in an LEA student's IEP and ISA. Unless otherwise specified in an LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only

those days that an LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Paragraph 62.

## **26. DATA REPORTING**

CONTRACTOR agrees to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System ("SEIS") or comparable program/system approved by LEA/SELPA for all IEP development, documenting services, and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

LEA shall provide CONTRACTOR with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. LEA may approve use of CONTRACTOR-provided forms at its discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team's recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the English Language Proficiency Assessments for California (“ELPAC”), as appropriate to the student and mandated by LEA pursuant to LEA and state and Federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to California Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with all requirements of California Education Code sections 49005 *et seq.*, 56521.1, and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Master Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support (“MTSS”) to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Master Contract.

LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with Federal and state law and implementing regulations. If the individualized education program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports (“BERs”). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy, provide each employee a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall also ensure that all of its staff members are trained at least annually in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’S pupil population. Training includes certification with an approved SELPA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday.

(Ed. Code 56366.10(f).) CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate behavior management training records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be submitted to the LEA at least annually at the beginning of the school year, within five (5) business days of completion of training for any new hire, or upon request.

Pursuant to California Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency, as suitable to the situation. CONTRACTOR shall ensure that all staff are trained on the use of emergency interventions. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within five (5) days of completion of training for any new hire. Consistent with Paragraph 44 of this Master Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and LEA shall be notified within one school day, if an emergency intervention is used or serious property damage occurs. The residential care provider shall also be notified, if appropriate. CONTRACTOR shall complete a behavior emergency report ("BER") when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to student, self, or others. A BER is also required if (a) a non-violent physical intervention was used to protect the safety of student, self, or others; or (b) a physical intervention has not been used, but an injury or serious property damage has occurred. Use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. CONTRACTOR shall immediately complete and maintain in the file of an LEA student, a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by an LEA student or others, including staff, as a result of the incident. The BER shall immediately be forwarded to LEA for administrative action. CONTRACTOR shall also notify the LEA and parents within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, coordinate with the LEA to schedule an IEP team meeting to review the BER, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. If assessment is not proposed and/or if the IEP team determines that an interim plan is determined not to be necessary, the IEP team shall document the reasons for not conducting a functional behavioral assessment, not developing an interim plan, or both.

Consistent with the requirements of California Education Code section 56521.1(h), if a BER is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, the student shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, that may require an IEP team meeting.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; (8) An intervention that deprives the individual of one or more of his or her senses. In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations.

CONTRACTOR must review and revise all restraint practices when they have an adverse effect on a student or are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above. LEA may require a review of restraint practices at any time, including but not limited to, in response to an emergency intervention report via telephone, in response to observations or audit by LEA staff, in response to a parent's concern, or in response to BERs forwarded to LEA for administrative action.

**BEHAVIOR INTERVENTION REPORTING:** Twice annually, CONTRACTOR shall certify that (a) CONTRACTOR has reviewed the BERs for each student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used when there is a clear or present danger; and (d) BERs have been properly completed and forwarded to LEA as required by this Master Contract.

Failure to comply with any of the requirements of Paragraph 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Master Contract.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and Federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove an LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: The LEA student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action.

A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (Ed. Code §§ 56366(a)(2)(B)(i), (ii); 56345(b)(4).)

If an LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System ("SEIS") or other comparable program/system as approved by LEA solely at LEA's discretion, for all IEP planning and progress reporting. LEA shall provide training to nonpublic school and nonpublic agency staff, as necessary, to ensure access to SEIS or the comparable program/system designated and approved for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or on the LEA-approved comparable program/system, and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or LEA-approved comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational setting is deemed lawful and appropriate by LEA or OAH consistent with applicable law. (20 U.S.C. § 1415(k)(4)(A).)

**33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with all LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to an LEA student's education that a parent has under the IDEA pursuant to 20 U.S.C. §§ 1414-1482 and 34 C.F.R. §§ 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR will make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or Federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR'S program and/or the implementation of a particular student's IEP/ISA.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code section 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.* CONTRACTOR shall include verification of these procedures to LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of those complaints, including any and all reports generated as a result of an investigation.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents, with a concurrent copy sent to LEA, at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR'S place of business.

CONTRACTOR shall also provide LEA representatives access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, chart notes, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support and/or intervention plans. LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR



agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by LEA.

CONTRACTOR shall complete academic or other assessment of an LEA student ten (10) days prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and Federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP team to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments resulting from an assessment plan shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Such assessment costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge an LEA student's parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, including evaluations to obtain present levels of performance, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours are limited to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon an LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts on LEA-approved forms to an LEA student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA, the names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Paragraphs 9 and 26 of this Master Contract.

### **38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of an LEA student's change of residence. Within five (5) school days after CONTRACTOR becomes aware of an LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of an LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when an LEA student is withdrawn without prior notice from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and an LEA student's living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and provide travel information to parent(s) as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

In addition to the requirements set forth in Paragraph 50, if CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

**42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution ("LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in California Education Code sections 48853, 51225.1, 51225.3, 51228.1, 51228.2, 56366, 56336(a)(2)(C), 56366.1, and 56366.9, California Health and Safety Code section 1501.1(b), and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. section 1411 *et seq.*

and California Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (“IDEIA”), 20 U.S.C. section 1401(29); California Education Code section 56031 and Title 5, California Code of Regulations section 3001 *et seq.*, regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in an LEA student’s IEPs.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit to the NPS during each school year during which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil’s IEP, a review of progress the pupil is making toward the goals set forth in the pupil’s behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not already have pupils enrolled at the school at the time of placement. (Ed. Code § 56366.1.)

CONTRACTOR shall allow LEA representatives access to its facilities for the purpose of periodic monitoring of each LEA student’s instructional program, and shall be invited to participate in the formal review of each student’s progress. LEA representatives shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student’s records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR’S site administrative office. CONTRACTOR shall be invited to participate in the review of each student’s progress.

If CONTRACTOR is also a LCI and/or NPS/RTC, CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9 and California Health and Safety Code section 1501.1(b). LEA may also conduct its own onsite review of a NPS using the LEA’s Quality On-Site NPS Review Rubric.

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standards-focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall

complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and Federal regulations, and Master Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (“CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR’S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’S employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers (unless CONTRACT ensures that the volunteers will have no direct contact with students), or subcontractors who will have, or likely may have any direct contact with LEA students, have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided to LEA upon request.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services are qualified as defined in Paragraph 7(d) of this Master Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with California Education Code section 56366.1(n)(1) and are qualified pursuant to Title

34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and/or services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 3064(a).)

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* All paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving an LEA student shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

CONTRACTOR shall ensure that all staff are appropriately trained, consistent with the terms of this Master Contract. CONTRACTOR shall maintain records of all staff trainings, including levels of certification, and provide evidence of such training at least annually at the beginning of the school year, within six (6) days of completion of training of any new hire, and upon request.

#### **47. CALSTRS RETIREMENT REPORTING**

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

**48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

**49. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR'S classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Paragraph 7 of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**50. STAFF PROFESSIONAL CONDUCT WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code

of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by CONTRACTOR providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to CONTRACTOR upon CONTRACTOR'S request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must ensure that at least one parent of the child or a LEA-approved responsible adult with written and signed authority to make decisions in an emergency is present during the provision of services. The names of any responsible adult other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The responsible adult cannot also be an employee associated with the NPS/NPA service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

## **HEALTH AND SAFETY MANDATES**

### **51. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable Federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et seq.*, and 49406, and California Health and Safety Code section 121545 regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Bloodborne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030 *et seq.* and Cal/OSHA's Bloodborne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training for all employees regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **52. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable Federal, state, and local laws, regulations, and ordinances related, but not limited to disability access, fire, health, sanitation, and building standards and safety, fire warning systems, zoning permits and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable Federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of

facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with Federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

### **53. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves an LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist an LEA student with the administration of such medication after the LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify an LEA student's name, the type of medication, the date, time, and amount of each administration, and the name of CONTRACTOR'S employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with an LEA student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from the LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to the LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

### **54. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall electronically submit, within 24 hours, any accident or incident report to LEA. CONTRACTOR shall properly submit accident or incident reports as required by the District.

### **55. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and California Education Code section 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Legal Compliance Department ("Legal Compliance") of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.



**56. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and that is prohibited by the CONTRACTOR'S policy, as well as Federal and state law. The policy should include procedures to make complaints without fear of retaliation and procedures for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to California Government Code section 12950.1, including that each NPS/NPA with five or more employees must provide by January 1, 2021 at least 2 hours of training regarding sexual harassment to all supervisory employees and at least one hour of training to all nonsupervisory employees. All employees must complete sexual harassment training every two years. Any new supervisory employee must complete sexual harassment training within six (6) months of starting as a supervisory employee. The training shall include information and practical guidance regarding federal and state statutory provisions concerning the prohibition against, prevention of and correction of sexual harassment, and remedies available to victims of sexual harassment in employment as well as including practical examples to instruct supervisors in prevention of harassment, discrimination, and retaliation. The training should be presented by someone with training or expertise in prevention of harassment, discrimination, and retaliation.

**57. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers and all independent contractor(s) and/or subcontractor(s) authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 et. seq. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to LEA. The written statement shall be submitted as specified by LEA.

**FINANCIAL**

**58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall ensure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in an LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable Federal and state laws. If the CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that the nonpublic school's enrollment procedures include verification of immunizations (including adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter.

CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and, in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: Name of an LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP); month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit re-billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any re-billing for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the twelve-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **59. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services from CONTRACTOR; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice as required by Education Code section 56366.5(a); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed,

trained, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to an LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Paragraph 15 of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, trained, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to an LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, LEA shall extend CONTRACTOR'S time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR'S notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after LEA's response to CONTRACTOR'S notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

**60. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

**61. PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Paragraph 7 of this Master Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in an LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, LEA shall be notified if a student has been out of school for more than five (5) consecutive days. CONTRACTOR agrees to coordinate with LEA to determine whether the student absences are due to a health problem and whether any change to services or supports is needed at that time. (5 CCR §3051.17(c).)

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of an LEA student's unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Paragraph 7 of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **62. LEA AND/OR CONTRACTOR CLOSURE**

The following shall apply in the event of a LEA or CONTRACTOR closure due to an emergency, public health order, Executive Order, or other extraordinary conditions, including fire, flood, earthquake, war, or epidemic/pandemic, consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during any of the above-circumstances and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- a. NPS School Closure - If the CONTRACTOR NPS is closed due to any of the above-circumstances and the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with a signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- b. LEA and NPS School Closure - If both CONTRACTOR and LEA are closed due to any of the above-circumstances, on days the LEA is funded, CONTRACTOR shall receive payment consistent with a signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.
- c. In the event of CONTRACTOR closure due to an emergency, public health order, Executive Order, or other extraordinary conditions, including fire, flood, earthquake, war, or epidemic/pandemic, LEA reserves the right to withhold payment for services not rendered pursuant to an LEA student's ISA, consistent with Paragraph 59.

CONTRACTOR also agrees to, in the case of unexpected school closures, provide reasonable evidence that all appropriate NPS/NPA staff remain employed so as to continue providing instruction and academic related support to students via distance learning modalities (to include use of virtual platforms for students and teachers to interact). In this scenario the CONTRACTOR also will ensure students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, Ipads, hot-spots etc) required to access and participate. In this scenario the CONTRACTOR will provide a mutually agreeable attendance/service log tracking mechanism so as to ensure clear understanding of attendance, service delivery and related billing.

When a school closure contemplated by this paragraph is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need, if any, for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

### **63. INSPECTION AND AUDIT**

CONTRACTOR shall maintain and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement. Access for inspection and audit may include unannounced inspections by LEA.

CONTRACTOR shall provide LEA access to all records, including but not limited to those documents identified in Paragraph 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. Copies of all records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a Federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR'S over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a Federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

#### **64. RATE SCHEDULE**

The attached Rate Schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. They may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code sections 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this Master Contract, shall be as stated in Exhibits A and B.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

Any Nonpublic School ("NPS") or residential facility requesting a change in rate for any services provided during a subsequent Master Contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the Quality On-Site NPS Review Rubric.

**65. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided herein.

CONTRACTOR  
PrentGraf, Ltd dba TalkPath Live

LEA  
Sacramento City Unified School District

By:  5/5/2021  
 Theresa Grant Date  
 Chief Program Development Officer

By: \_\_\_\_\_ Date  
 Rose Ramos  
 Chief Business Officer

**Notices to CONTRACTOR shall be addressed to:**

Theresa Grant  
Chief Program Development Officer  
TalkPath Live  
132 Pepito Way  
Folsom, CA 95620

P: 609-580-9392 F: 856-624-3625  
Email: tgrant@talkpathlive.com

**Notices to LEA shall be addressed to:**

Geovanni Linares, Director III, Special Education  
Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

P: 916-643-9163 F: 916-643-9466  
Email: Geovanni-linares@scusd.edu

**EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY**

**CONTRACTOR** PrentGraf, Ltd dba TalkPath Live **CONTRACTOR NUMBER** \_\_\_\_\_ **2020-21**  
(CONTRACT YEAR)

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_ **If blank, the number shall be as determined by CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_  
(per Master Contract Paragraph 62)

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>		Per Day
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

**B. Related Services**

(1) a. Transportation – Round Trip (NPA only, unless otherwise agreed to by LEA)		
b. Transportation – One Way (NPA only, unless otherwise agreed to by LEA)		
c. Transportation-Dual Enrollment		
d. Public Transportation		
e. Parent*		
(2) a. Educational Counseling – Individual		
b. Educational Counseling – Group of		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual		
b. Language and Speech Therapy – Group of 2		
c. Language and Speech Therapy – Group of 3		
d. Language and Speech Therapy – Per diem		
e. Language and Speech - Consultation Rate		
(5) a. Additional Instructional Assistant - Individual (must be authorized on IEP)		
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual		
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy - Consultation Rate		
(9) Physical Therapy		
(10) a. Behavior Intervention – BII		
b. Behavior Intervention – BID		
Provided by: _____		



(11) Nursing Services  
Other

_____	_____
_____	_____
_____	_____

\*Parent transportation reimbursement rates are to be determined by LEA.  
\*\*By credentialed Special Education Teacher.

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES  
(Education Code Sections 56365 *et seq.*)

This agreement is effective on \_\_\_\_\_ or the date student begins attending a nonpublic school if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency(LEA)</b>				<b>Nonpublic School</b>			
<b>Address</b>				<b>Address</b>			
<b>City, State Zip</b>				<b>City, State, Zip</b>			
<b>LEA Case Manager</b>				<b>Phone</b>		<b>Fax</b>	
				<b>e-Mail</b>			
<b>Student Last Name</b>		<b>Student First Name</b>		<b>Program Contact Name</b>			
<b>D.O.B.</b>		<b>I.D. #</b>		<b>Phone</b>		<b>Fax</b>	
<b>Grade</b>		<b>Level</b>		<b>Sex</b>		<b>( ) M ( ) F</b>	
<b>Parent/ Guardian Last Name</b>		<b>Parent/ Guardian First Name</b>		<b>Education Schedule – Regular School Year</b>			
				<b>Number of Days</b>		<b>Number of Weeks</b>	
<b>Address</b>		<b>Contract Begins</b>		<b>Education Schedule – Extended School Year</b>			
				<b>Number of Days</b>		<b>Number of Weeks</b>	
<b>City, State, Zip</b>		<b>Business</b>		<b>Master Contract Approved by the Governing Board on</b>			
<b>Home Phone</b>							

**DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:**

<u>SERVICES</u>	<u>PROVIDER</u>				<b>Cost and Duration of Session</b>	<b>Number of Sessions per wk/mo/yr</b>	<b>Maximum Number of Sessions</b>		<b>Estimated Maximum Total Cost for Contracted Period</b>
	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	<u>OTHER</u> Specify			<b>Reg School Year</b>	<b>ESY</b>	
<b>A. BASIC EDUCATION</b>									
<b>B. RELATED SERVICES</b>									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						<b>TOTAL COST</b>			<b>\$</b>

**ESTIMATED MAXIMUM RELATED SERVICES COST \$** \_\_\_\_\_

SPECIALIZED EQUIPMENT/SUPPLIES \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$** \_\_\_\_\_

4. Other Provisions/Attachments: \_\_\_\_\_

---

5. Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ Other (Specify \_\_\_\_\_)

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

The Parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR- -LEA-

\_\_\_\_\_  
(Name of Nonpublic School) \_\_\_\_\_  
(Name of LEA)

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Date) (Signature) \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title) \_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

**EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2020-2021 CONTRACT YEAR**

**CONTRACTOR: PrentGraf, Ltd dba TalkPath Live**

**Rate Schedule.** This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

DESCRIPTION	RATES
<b>LANGUAGE AND SPEECH THERAPY</b>	
<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	
<b>DIRECT THERAPY</b> 1:1 or small group	
<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	
<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Assessment	\$360.00 Each
Assessment - Bilingual	\$510.00 Each
<b>OCCUPATIONAL THERAPY</b>	
<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	
<b>DIRECT THERAPY</b> 1:1 or small group	
<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	
<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Assessment	\$410.00 Each
Assessment - Bilingual	\$510.00 Each
<b>PHYSICAL THERAPY</b>	
<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	
<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	
<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Assessment	\$410.00 Each
Assessment - Bilingual	\$510.00 Each
<b>BEHAVIOR INTERVENTION SERVICES</b>	
<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	
<b>DIRECT STUDENT AIDE</b> 1:1 or small group, implementing behavior plan, data collection.	
<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	
<b>OTHER</b>	
Psychoeducational Assessment	\$850.00 Each
MH/SW (mental health/behavioral counseling and social work services) Assessment	\$360.00 Each

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES** (Education Code Sections 56365 et seq.)

This agreement is effective on \_\_\_\_\_ or the date student begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

SELPA INFORMATION	
Special Education	Program Contact: Geovanni Linares
Sacramento City Unified School District	Program Contact Phone: (916) 643-9174
5735 47 <sup>th</sup> Avenue	Program Contact Fax: (916) 399-2019
Sacramento, CA 95824	Program Contact E-mail: Geovanni-linares@scusd.edu

NPA INFORMATION	
Nonpublic Agency:	Program Contact:
Address:	Program Contact Phone:
City/State/Zip	Program Contact Fax:
	Program Contact E-mail:

STUDENT INFORMATION			
Student Last:		Student First:	
DOB:	Grade:	Sex: ( ) F ( ) M	Student ID#:
Student Track:		Progress Reporting Requirements: (At least 4 per Section 36)	
# of Days Reg School Yr:	# of Days Ext School Yr:	( ) IEP Benchmark Dates ( ) Other: _____	
Parent/Guardian Last:		Parent/Guardian First:	
Parent/Guardian Phone #1: ( )-		Parent/Guardian Phone #2: ( )-	
School Site:		SpEd Case Manager:	
Address:		SpEd Case Manager Phone: (916)-	
City/Zip:		SpEd Case Manager Fax: (916)-	
School Site Phone: (916)-		SpEd Case Manager E-mail: @scusd.edu	

CONTRACT INFORMATION		
ISA Begins:	ISA Ends:	Master Contract Approved by Governing Board on:

SERVICE INFORMATION									
	Direct Therapy Sessions/Duration per IEP Year		Consultation Sessions/Duration per IEP Year		Other Services per IEP Year		TOTAL Duration	COST Per Hour	Estimated Max Total for ISA Period
	Reg School YR	ESY	Reg School YR	ESY	Reg School YR	ESY			
Language and Speech Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Occupational Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Physical Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		

Behavior Intervention Services	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Other:	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		

The Parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

\_\_\_\_\_

(Name of Nonpublic Agency)

\_\_\_\_\_

(Name of LEA)

\_\_\_\_\_

(Signature)

(Date)

\_\_\_\_\_

(Signature)

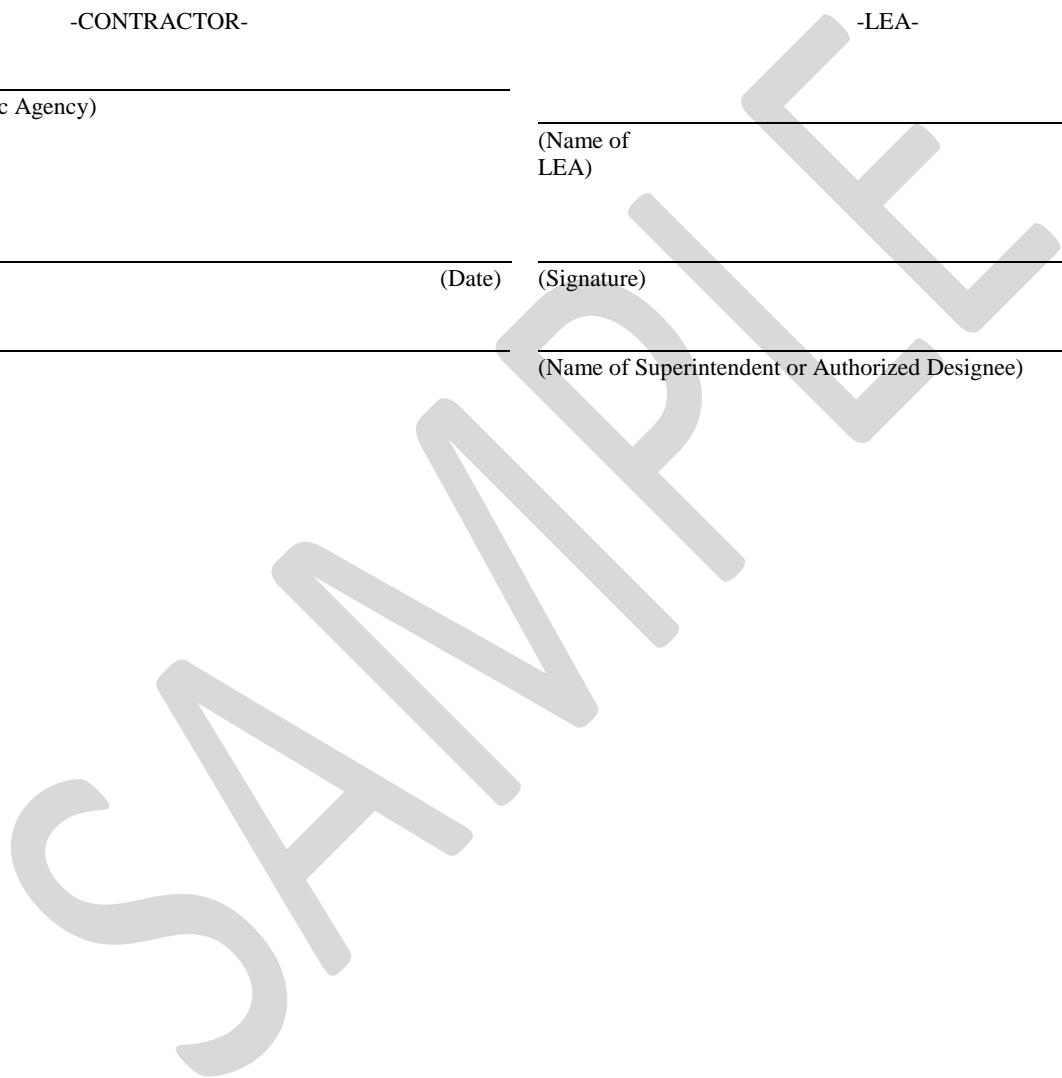
(Date)

\_\_\_\_\_

(Name and Title)

\_\_\_\_\_

(Name of Superintendent or Authorized Designee)



**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2020-2021**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2020, between the Sacramento City Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”) and Jabbergym, Inc (nonpublic, nonsectarian school or agency, hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”), and a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR’S obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by an LEA student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification or licensure specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’S nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to California Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on the applicable CDE certification and in Paragraph 24 of the Master Contract.

In addition to meeting the certification requirements of the state of California, a CONTRACTOR that operates a program outside of this state shall be certified and all staff providing services to pupils shall be certified and/or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this state, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA. Any suspension or revocation of CDE certification shall also be good cause for the immediate suspension or termination of this Master Contract by LEA, at LEA's discretion.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable Federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that, taking into consideration all of the surrounding facts and circumstances, a policy or policies, or a portion of a policy, does/do not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Paragraph 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2020 to June 30, 2021 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2020. (Cal. Code Regs., tit. 5, § 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.



## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes LEA Procedures and Individual Services Agreement requirements which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation, and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (Ed. Code §§ 56366(c)(1)-(2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an Individual Services Agreement ("ISA") developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to California Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to an LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, an LEA student's parent, CONTRACTOR, or LEA may request a review of an LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirements of state and Federal law unless the parent and LEA voluntarily agree otherwise, or an interim alternative educational setting is deemed lawful and appropriate by OAH consistent with applicable state and federal law, including Title 20 U.S.C. Section

1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area ("SELPA") of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. In accordance with Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person holds a certificate, permit, or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met Federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including but not limited to the requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, California Code of Regulations, title 5, sections 3064 and 3065 and California Education Code section 56366.1(n)(1), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in Federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body.

Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Cal. Code Regs., tit. 5, § 3001(r).)

- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a

license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(1).

- f. “Parent” means:
- i. a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child;
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare;
  - iv. a surrogate parent; or
  - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(a)(2) or (b)(2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (Ed. Code § 56028.)

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code section 46307, in which an LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and may be referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and Federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including

electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services (including supervision); daily service logs and notes used to record the provision of services provided by instructional assistants, behavior intervention aides, bus aides and supervisors; current transcripts, grade or progress reports, behavioral data, IEP/IFSPs, signature pages, and reports; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited, statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents and other documents evidencing financial expenditures; Federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate interests therefore. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from an LEA student's record. Such log needs not to record access to an LEA student's records by: (a) an LEA student's parent; (b) an individual to whom written consent has been executed by an LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records and comply with parents' requests for copies of student records, as required by state and Federal laws and regulations. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA.

#### **10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

#### **11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

#### **12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, Federal or local governmental agency. LEA shall provide CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or an Individual Services Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of this Master Contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract unless the parent agrees to the transfer of the student to a public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (Ed. Code § 56366(a)(4)). Notwithstanding the foregoing, this Master Contract may be terminated immediately, without twenty days prior notice and at the LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's certification. If this Master Contract is terminated with twenty days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract on the date of termination. If the Master Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract within five (5) business days. ISAs are void upon termination of this Master Contract, except as provided in Paragraphs 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

**15. INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

**PART I – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual

molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit. If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education as named additional insureds and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA. All premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (“NPS/RTC”), the following insurance policies are required:

- A. **Commercial General Liability Insurance** including both bodily injury and property damage, with limits of at least \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC’s insurance primary despite any conflicting provisions in the RTC’s policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime** coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse** coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## 16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA shall have the right, in its sole discretion, to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless

against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

#### **17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that holding.

#### **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts to the fullest extent possible. Furthermore, when developing subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Paragraphs 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effecting coverage required by Paragraph 15 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to the LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, designation of NPS or NPA, and the location of the



school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Paragraph 45 (Clearance Requirements) and Paragraph 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid and disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR'S facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for an LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to an LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after an LEA student is enrolled in CONTRACTOR'S school/agency) or whether an assessment of an LEA student is performed or a report is prepared in the normal course of the services provided to an LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings. Such action shall constitute sufficient good cause for termination of this Master Contract.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity, gender expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by Federal or state law, or the perception of one of more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics. (Gov. Code § 12940 *et seq.*)

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION ("FAPE")**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with an LEA student's IEP and as specified in the ISA.

If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in an LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in an LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in an LEA student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge an LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to an LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by an LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for an LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in an LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education ("SBE") - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards-aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency ("LEA"), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and Federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as specified in an LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution ("LCI"), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian, or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level attending LEA schools and shall be specified in an LEA student's ISA developed in accordance with the LEA student's IEP.

For students in grades kindergarten through 12, inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be the same as the California Education Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in an LEA student's IEP and ISA.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in an LEA student's ISA developed in accordance with the LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased

by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

## 25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Master Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by an LEA student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe only the same legal holidays as LEA. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in an LEA student's IEP and ISA. Unless otherwise specified in an LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only

those days that an LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Paragraph 62.

## **26. DATA REPORTING**

CONTRACTOR agrees to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System ("SEIS") or comparable program/system approved by LEA/SELPA for all IEP development, documenting services, and progress reporting. Additional progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

LEA shall provide CONTRACTOR with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. LEA may approve use of CONTRACTOR-provided forms at its discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team's recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the English Language Proficiency Assessments for California (“ELPAC”), as appropriate to the student and mandated by LEA pursuant to LEA and state and Federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to California Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with all requirements of California Education Code sections 49005 *et seq.*, 56521.1, and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Master Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support (“MTSS”) to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Master Contract.

LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with Federal and state law and implementing regulations. If the individualized education program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports (“BERs”). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy, provide each employee a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall also ensure that all of its staff members are trained at least annually in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. Training includes certification with an approved SELPA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday.

(Ed. Code 56366.10(f).) CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate behavior management training records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be submitted to the LEA at least annually at the beginning of the school year, within five (5) business days of completion of training for any new hire, or upon request.

Pursuant to California Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency, as suitable to the situation. CONTRACTOR shall ensure that all staff are trained on the use of emergency interventions. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within five (5) days of completion of training for any new hire. Consistent with Paragraph 44 of this Master Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and LEA shall be notified within one school day, if an emergency intervention is used or serious property damage occurs. The residential care provider shall also be notified, if appropriate. CONTRACTOR shall complete a behavior emergency report ("BER") when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to student, self, or others. A BER is also required if (a) a non-violent physical intervention was used to protect the safety of student, self, or others; or (b) a physical intervention has not been used, but an injury or serious property damage has occurred. Use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. CONTRACTOR shall immediately complete and maintain in the file of an LEA student, a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by an LEA student or others, including staff, as a result of the incident. The BER shall immediately be forwarded to LEA for administrative action. CONTRACTOR shall also notify the LEA and parents within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, coordinate with the LEA to schedule an IEP team meeting to review the BER, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. If assessment is not proposed and/or if the IEP team determines that an interim plan is determined not to be necessary, the IEP team shall document the reasons for not conducting a functional behavioral assessment, not developing an interim plan, or both.

Consistent with the requirements of California Education Code section 56521.1(h), if a BER is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, the student shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, that may require an IEP team meeting.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; (8) An intervention that deprives the individual of one or more of his or her senses. In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations.

CONTRACTOR must review and revise all restraint practices when they have an adverse effect on a student or are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above. LEA may require a review of restraint practices at any time, including but not limited to, in response to an emergency intervention report via telephone, in response to observations or audit by LEA staff, in response to a parent's concern, or in response to BERs forwarded to LEA for administrative action.

**BEHAVIOR INTERVENTION REPORTING:** Twice annually, CONTRACTOR shall certify that (a) CONTRACTOR has reviewed the BERs for each student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used when there is a clear or present danger; and (d) BERs have been properly completed and forwarded to LEA as required by this Master Contract.

Failure to comply with any of the requirements of Paragraph 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Master Contract.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and Federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove an LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: The LEA student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action.



A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (Ed. Code §§ 56366(a)(2)(B)(i), (ii); 56345(b)(4).)

If an LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System ("SEIS") or other comparable program/system as approved by LEA solely at LEA's discretion, for all IEP planning and progress reporting. LEA shall provide training to nonpublic school and nonpublic agency staff, as necessary, to ensure access to SEIS or the comparable program/system designated and approved for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or on the LEA-approved comparable program/system, and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or LEA-approved comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational setting is deemed lawful and appropriate by LEA or OAH consistent with applicable law. (20 U.S.C. § 1415(k)(4)(A).)

**33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with all LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to an LEA student's education that a parent has under the IDEA pursuant to 20 U.S.C. §§ 1414-1482 and 34 C.F.R. §§ 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR will make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or Federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR'S program and/or the implementation of a particular student's IEP/ISA.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code section 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.* CONTRACTOR shall include verification of these procedures to LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of those complaints, including any and all reports generated as a result of an investigation.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents, with a concurrent copy sent to LEA, at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR'S place of business.

CONTRACTOR shall also provide LEA representatives access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, chart notes, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support and/or intervention plans. LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR

agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by LEA.

CONTRACTOR shall complete academic or other assessment of an LEA student ten (10) days prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and Federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP team to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments resulting from an assessment plan shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Such assessment costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge an LEA student's parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, including evaluations to obtain present levels of performance, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours are limited to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon an LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts on LEA-approved forms to an LEA student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA, the names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Paragraphs 9 and 26 of this Master Contract.

### **38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of an LEA student's change of residence. Within five (5) school days after CONTRACTOR becomes aware of an LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of an LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when an LEA student is withdrawn without prior notice from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and an LEA student's living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and provide travel information to parent(s) as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

In addition to the requirements set forth in Paragraph 50, if CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

**42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution ("LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in California Education Code sections 48853, 51225.1, 51225.3, 51228.1, 51228.2, 56366, 56336(a)(2)(C), 56366.1, and 56366.9, California Health and Safety Code section 1501.1(b), and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. section 1411 *et seq.*

and California Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (“IDEIA”), 20 U.S.C. section 1401(29); California Education Code section 56031 and Title 5, California Code of Regulations section 3001 *et seq.*, regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in an LEA student’s IEPs.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit to the NPS during each school year during which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil’s IEP, a review of progress the pupil is making toward the goals set forth in the pupil’s behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not already have pupils enrolled at the school at the time of placement. (Ed. Code § 56366.1.)

CONTRACTOR shall allow LEA representatives access to its facilities for the purpose of periodic monitoring of each LEA student’s instructional program, and shall be invited to participate in the formal review of each student’s progress. LEA representatives shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student’s records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR’S site administrative office. CONTRACTOR shall be invited to participate in the review of each student’s progress.

If CONTRACTOR is also a LCI and/or NPS/RTC, CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9 and California Health and Safety Code section 1501.1(b). LEA may also conduct its own onsite review of a NPS using the LEA’s Quality On-Site NPS Review Rubric.

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standards-focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall

complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and Federal regulations, and Master Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers (unless CONTRACT ensures that the volunteers will have no direct contact with students), or subcontractors who will have, or likely may have any direct contact with LEA students, have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided to LEA upon request.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services are qualified as defined in Paragraph 7(d) of this Master Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with California Education Code section 56366.1(n)(1) and are qualified pursuant to Title

34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and/or services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 3064(a).)

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* All paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving an LEA student shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

CONTRACTOR shall ensure that all staff are appropriately trained, consistent with the terms of this Master Contract. CONTRACTOR shall maintain records of all staff trainings, including levels of certification, and provide evidence of such training at least annually at the beginning of the school year, within six (6) days of completion of training of any new hire, and upon request.

#### **47. CALSTRS RETIREMENT REPORTING**

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

**48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

**49. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR'S classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Paragraph 7 of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**50. STAFF PROFESSIONAL CONDUCT WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code



of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by CONTRACTOR providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to CONTRACTOR upon CONTRACTOR'S request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must ensure that at least one parent of the child or a LEA-approved responsible adult with written and signed authority to make decisions in an emergency is present during the provision of services. The names of any responsible adult other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The responsible adult cannot also be an employee associated with the NPS/NPA service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

## **HEALTH AND SAFETY MANDATES**

### **51. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable Federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et seq.*, and 49406, and California Health and Safety Code section 121545 regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Bloodborne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030 *et seq.* and Cal/OSHA's Bloodborne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training for all employees regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **52. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable Federal, state, and local laws, regulations, and ordinances related, but not limited to disability access, fire, health, sanitation, and building standards and safety, fire warning systems, zoning permits and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable Federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of

facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with Federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

### **53. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves an LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist an LEA student with the administration of such medication after the LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify an LEA student's name, the type of medication, the date, time, and amount of each administration, and the name of CONTRACTOR'S employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with an LEA student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

In the event there is an LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from the LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to the LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

### **54. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall electronically submit, within 24 hours, any accident or incident report to LEA. CONTRACTOR shall properly submit accident or incident reports as required by the District.

### **55. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and California Education Code section 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Legal Compliance Department ("Legal Compliance") of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

**56. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and that is prohibited by the CONTRACTOR'S policy, as well as Federal and state law. The policy should include procedures to make complaints without fear of retaliation and procedures for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to California Government Code section 12950.1, including that each NPS/NPA with five or more employees must provide by January 1, 2021 at least 2 hours of training regarding sexual harassment to all supervisory employees and at least one hour of training to all nonsupervisory employees. All employees must complete sexual harassment training every two years. Any new supervisory employee must complete sexual harassment training within six (6) months of starting as a supervisory employee. The training shall include information and practical guidance regarding federal and state statutory provisions concerning the prohibition against, prevention of and correction of sexual harassment, and remedies available to victims of sexual harassment in employment as well as including practical examples to instruct supervisors in prevention of harassment, discrimination, and retaliation. The training should be presented by someone with training or expertise in prevention of harassment, discrimination, and retaliation.

**57. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers and all independent contractor(s) and/or subcontractor(s) authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 et. seq. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to LEA. The written statement shall be submitted as specified by LEA.

**FINANCIAL****58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall ensure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in an LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable Federal and state laws. If the CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that the nonpublic school's enrollment procedures include verification of immunizations (including adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter.

CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and, in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: Name of an LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP); month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit re-billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any re-billing for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the twelve-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **59. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services from CONTRACTOR; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice as required by Education Code section 56366.5(a); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed,

trained, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to an LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Paragraph 15 of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, trained, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to an LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, LEA shall extend CONTRACTOR'S time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR'S notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after LEA's response to CONTRACTOR'S notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

**60. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

**61. PAYMENT FOR ABSENCES**NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Paragraph 7 of this Master Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in an LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, LEA shall be notified if a student has been out of school for more than five (5) consecutive days. CONTRACTOR agrees to coordinate with LEA to determine whether the student absences are due to a health problem and whether any change to services or supports is needed at that time. (5 CCR §3051.17(c).)

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of an LEA student's unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Paragraph 7 of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

**NONPUBLIC AGENCY STUDENT ABSENCE**

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

**62. LEA AND/OR CONTRACTOR CLOSURE**

The following shall apply in the event of a LEA or CONTRACTOR closure due to an emergency, public health order, Executive Order, or other extraordinary conditions, including fire, flood, earthquake, war, or epidemic/pandemic, consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during any of the above-circumstances and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- a. NPS School Closure - If the CONTRACTOR NPS is closed due to any of the above-circumstances and the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with a signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- b. LEA and NPS School Closure - If both CONTRACTOR and LEA are closed due to any of the above-circumstances, on days the LEA is funded, CONTRACTOR shall receive payment consistent with a signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.
- c. In the event of CONTRACTOR closure due to an emergency, public health order, Executive Order, or other extraordinary conditions, including fire, flood, earthquake, war, or epidemic/pandemic, LEA reserves the right to withhold payment for services not rendered pursuant to an LEA student's ISA, consistent with Paragraph 59.

CONTRACTOR also agrees to, in the case of unexpected school closures, provide reasonable evidence that all appropriate NPS/NPA staff remain employed so as to continue providing instruction and academic related support to students via distance learning modalities (to include use of virtual platforms for students and teachers to interact). In this scenario the CONTRACTOR also will ensure students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, Ipads, hot-spots etc) required to access and participate. In this scenario the CONTRACTOR will provide a mutually agreeable attendance/service log tracking mechanism so as to ensure clear understanding of attendance, service delivery and related billing.

When a school closure contemplated by this paragraph is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need, if any, for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

**63. INSPECTION AND AUDIT**

CONTRACTOR shall maintain and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement. Access for inspection and audit may include unannounced inspections by LEA.

CONTRACTOR shall provide LEA access to all records, including but not limited to those documents identified in Paragraph 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. Copies of all records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a Federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR'S over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a Federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

#### **64. RATE SCHEDULE**

The attached Rate Schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. They may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code sections 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this Master Contract, shall be as stated in Exhibits A and B.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

Any Nonpublic School ("NPS") or residential facility requesting a change in rate for any services provided during a subsequent Master Contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the Quality On-Site NPS Review Rubric.



**65. DEBARMENT CERTIFICATION**

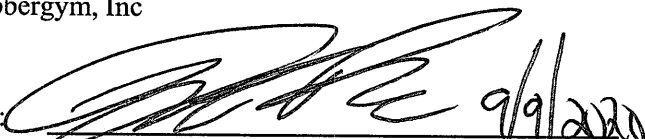
By signing this agreement, CONTRACTOR certifies that:


- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided herein.

CONTRACTOR  
Jabbergym, Inc

LEA  
Sacramento City Unified School District

By:  9/9/2020  
 Joshua Thomas  
 CFO  
 Date

By:  10/5/2020  
 CC6FE7C204D7402...  
 Rose Ramos  
 Chief Business Officer  
 Date

**Notices to CONTRACTOR shall be addressed to:**

**Notices to LEA shall be addressed to:**

Joshua Thomas, CFO  
Jabbergym, Inc  
151 N Sunrise Ave., Suite 1105  
Roseville, CA 95661

Rebecca Bryant, Director III, Special Education  
Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

P: 916-444-0033      F: 916-771-8211  
Email: joshuat@jabbergym.com

P: 916-643-9163      F: 916-643-9466  
Email: beckybr@scusd.edu



S21-00025 (Site-Based)  
S21-00026 (Clinic-Based)  
Jabbergym, Inc

(11) Nursing Services  
Other

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Parent transportation reimbursement rates are to be determined by LEA.  
\*\*By credentialed Special Education Teacher.

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**  
 (Education Code Sections 56365 *et seq.*)

This agreement is effective on \_\_\_\_\_ or the date student begins attending a nonpublic school if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency(LEA)</b>				<b>Nonpublic School</b>			
<b>Address</b>				<b>Address</b>			
<b>City, State Zip</b>				<b>City, State, Zip</b>			
<b>LEA Case Manager</b>				<b>Phone</b>		<b>Fax</b>	
				<b>e-Mail</b>			
<b>Student Last Name</b>		<b>Student First Name</b>		<b>Program Contact Name</b>			
				<b>Phone</b>		<b>Fax</b>	
<b>D.O.B.</b>		<b>I.D. #</b>		<b>e-Mail</b>			
<b>Grade</b>	<b>Level</b>	<b>Sex</b>	<b>( ) M ( ) F</b>	<b>Education Schedule – Regular School Year</b>			
<b>Parent/Guardian Last Name</b>		<b>Parent/Guardian First Name</b>		<b>Number of Days</b>		<b>Number of Weeks</b>	
				<b>Education Schedule – Extended School Year</b>			
				<b>Number of Days</b>		<b>Number of Weeks</b>	
<b>Address</b>				<b>Contract Begins</b>		<b>Ends</b>	
<b>City, State, Zip</b>				<b>Master Contract Approved by the Governing Board on</b>			
<b>Home Phone</b>		<b>Business</b>					

**DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:**

<u>SERVICES</u>	<u>PROVIDER</u>				<b>Cost and Duration of Session</b>	<b>Number of Sessions per wk/mo/yr</b>	<b>Maximum Number of Sessions</b>		<b>Estimated Maximum Total Cost for Contracted Period</b>
	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	<u>OTHER</u> Specify			<b>Reg School Year</b>	<b>ESY</b>	
<b>A. BASIC EDUCATION</b>									
<b>B. RELATED SERVICES</b>									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
						<b>TOTAL COST</b>			<b>\$</b>

**ESTIMATED MAXIMUM RELATED SERVICES COST \$** \_\_\_\_\_

SPECIALIZED EQUIPMENT/SUPPLIES \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$** \_\_\_\_\_

4. Other Provisions/Attachments: \_\_\_\_\_

5. Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ Other (Specify \_\_\_\_\_)

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

The Parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

\_\_\_\_\_  
 (Name of Nonpublic School)

\_\_\_\_\_  
 (Name of LEA)

\_\_\_\_\_  
 (Signature) (Date)

\_\_\_\_\_  
 (Signature) (Date)

\_\_\_\_\_  
 (Name and Title)

\_\_\_\_\_  
 (Name of Superintendent or Authorized Designee)

**EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2020-2021 CONTRACT YEAR****CONTRACTOR: Jabbergym, Inc**

**Rate Schedule.** This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

<b>DESCRIPTION</b>	<b>RATES</b>
<b>LANGUAGE AND SPEECH THERAPY</b>	
<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$730.00 (Site-Based)
Speech Therapy Assistant	\$598.00 (Site-Based)
<b>DIRECT THERAPY</b> 1:1 or small group (per hour)	\$98.00 (Clinic-Based)
Speech Therapy Assistant	\$80.00 (Clinic-Based)
<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	
<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Evaluation	\$425.00 (Clinic-Based)
<b>OCCUPATIONAL THERAPY</b>	
<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$750.00 (Site-Based)
Certified Occupational Therapy Assistant	\$605.00 (Site-Based)
<b>DIRECT THERAPY</b> 1:1 or small group (per hour)	\$100.00 (Clinic-Based)
Certified Occupational Therapy Assistant	\$82.00 (Clinic-Based)
<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	
<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Evaluation	\$425.00 (Clinic-Based)
<b>PHYSICAL THERAPY</b>	
<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$760.00 (Site-Based)
Physical Therapy Assistant	\$610.00 (Site-Based)
<b>DIRECT THERAPY</b> 1:1 or small group (per hour)	\$110.00 (Clinic-Based)
Physical Therapy Assistant	\$85.00 (Clinic-Based)
<b>CONSULTATION:</b> student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	
<b>OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract)</b> formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Evaluation	\$425.00 (Clinic-Based)
<b>OTHER</b>	
<b>PER DIEM</b> – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	
IEE Evaluations (first 3 hours)	\$425.00 (Clinic-Based)
Each Additional Hour	\$98.00 (Clinic-Based)
AT Specialist	\$730.00 Per Day

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES** (Education Code Sections 56365 et seq.)

This agreement is effective on \_\_\_\_\_ or the date student begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

**SELPA INFORMATION**

Special Education	Program Contact: Rebecca Bryant
Sacramento City Unified School District	Program Contact Phone: (916) 643-9174
5735 47 <sup>th</sup> Avenue	Program Contact Fax: (916) 399-2019
Sacramento, CA 95824	Program Contact E-mail: Beckybr@scusd.edu

**NPA INFORMATION**

Nonpublic Agency:	Program Contact:
Address:	Program Contact Phone:
City/State/Zip	Program Contact Fax:
	Program Contact E-mail:

**STUDENT INFORMATION**

Student Last:	Student First:		
DOB:	Grade:	Sex: ( ) F ( ) M	Student ID#:
Student Track:	Progress Reporting Requirements: (At least 4 per Section 36)		
# of Days Reg School Yr:	# of Days Ext School Yr:	( ) IEP Benchmark Dates ( ) Other: _____	
Parent/Guardian Last:	Parent/Guardian First:		
Parent/Guardian Phone #1: ( )-	Parent/Guardian Phone #2: ( )-		
School Site:	SpEd Case Manager:		
Address:	SpEd Case Manager Phone: (916)-		
City/Zip:	SpEd Case Manager Fax: (916)-		
School Site Phone: (916)-	SpEd Case Manager E-mail: @scusd.edu		

**CONTRACT INFORMATION**

ISA Begins:	ISA Ends:	Master Contract Approved by Governing Board on:
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**SERVICE INFORMATION**

	Direct Therapy Sessions/Duration per IEP Year		Consultation Sessions/Duration per IEP Year		Other Services per IEP Year		TOTAL Duration	COST Per Hour	Estimated Max Total for ISA Period
	Reg School YR	ESY	Reg School YR	ESY	Reg School YR	ESY			
Language and Speech Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Occupational Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Physical Therapy	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		

Behavior Intervention Services	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		
Other:	sessions minutes	sessions minutes	sessions minutes	sessions minutes			hours		

The Parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

\_\_\_\_\_  
 (Name of Nonpublic Agency)

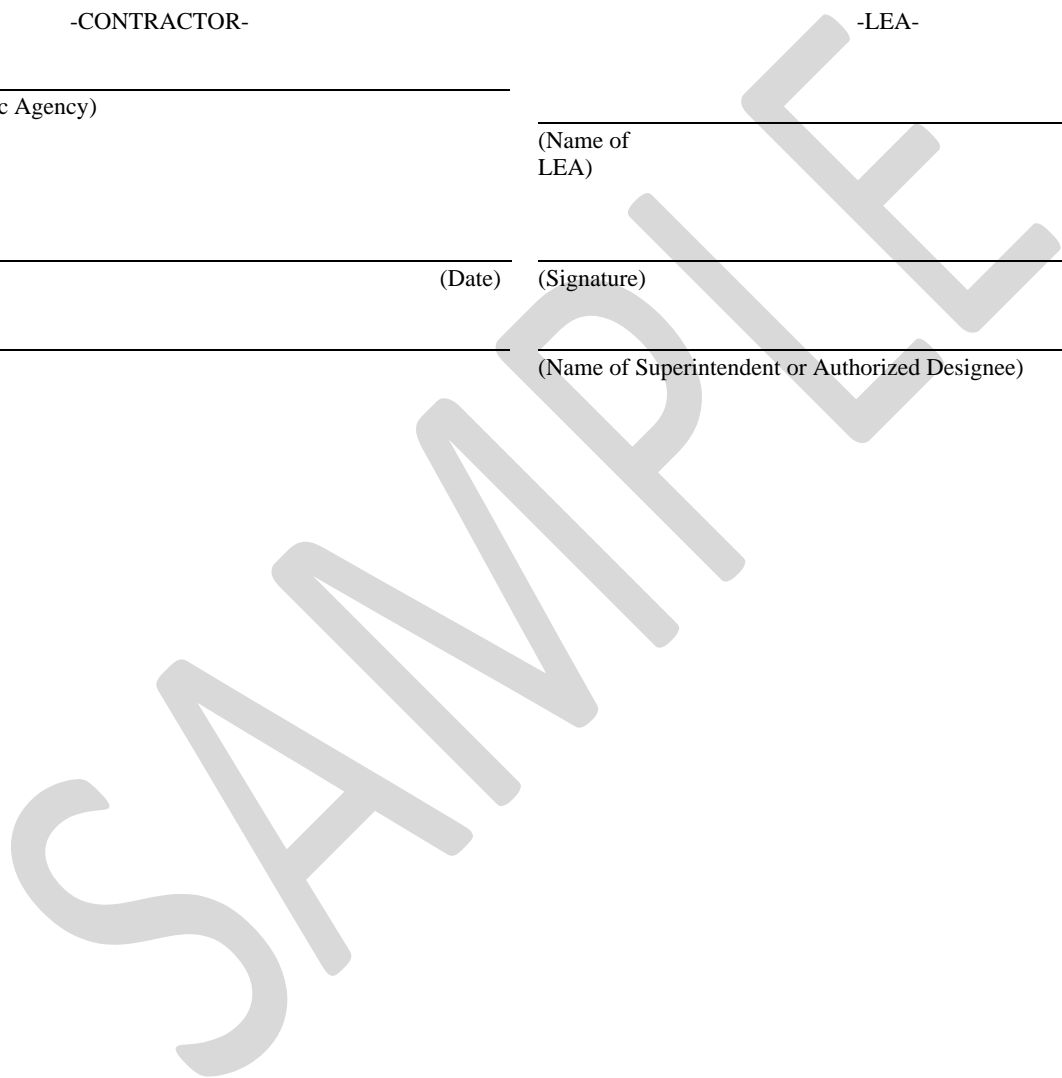
\_\_\_\_\_  
 (Name of LEA)

\_\_\_\_\_  
 (Signature) (Date)

\_\_\_\_\_  
 (Signature) (Date)

\_\_\_\_\_  
 (Name and Title)

\_\_\_\_\_  
 (Name of Superintendent or Authorized Designee)





**Exhibit C: Agreement Regarding Retention of Staff**

The parties to the SACRAMENTO CITY UNIFIED SCHOOL District MASTER CONTRACT GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL/AGENCY SERVICES 2020-2021 agree to amend the Contract as follows:

1. District agrees not to solicit any therapist while employed with CONTRACTOR, nor hire any such individual provided on a temporary basis during the term of this agreement and for a period of one (1) year following the expiration or termination of this contract or any extension or renewal thereof. Should District hire such individual following the termination or expiration of this contract during the one year period or attempt to hire the individual and thereafter terminate this agreement, they shall be responsible to pay Jabbergym 30% of the therapist's annual salary as determined by an audit of the first three (3) months' salary multiplied by 12 months or an amount equal to the last three (3) submitted invoices, whichever is greater.

However, if District desires to hire any therapist as their own employee, they may do so with mutual agreement after a 30-day trial period and payment to Jabbergym of 25% of the therapist's annual salary as determined by an audit of the first three (3) months' salary multiplied by 12 months.

2. District may also contract with Jabbergym to engage in an executive search for qualified therapists and directly hire said therapist upon payment of the fee of 25% of the therapist's annual salary to Jabbergym.

Any expenses incurred as a result of said search shall be borne by the therapist and/or CONTRACTOR, unless specifically agreed otherwise.

**APPROVED AND AGREED TO:**

**District:**

**JABBERGYM INC.:**

DocuSigned by:  
*Rose Ramos*  
CC6FE7C204D7402...



\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized Representative

11/5/2020

7/2/2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Rose Ramos

Joshua Thomas

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Printed Name

Chief Business Officer

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



**SERVICES AGREEMENT**

**Date:** As of May 20, 2021 **Place:** Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and City Year, Inc., a not for profit organized for educational and charitable purposes under the laws of the Commonwealth of Massachusetts with an address of 287 Columbus Avenue, Boston, Massachusetts 02116 (hereinafter referred to as "City Year" or "Contractor").

**Recitals:**

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced, and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

**ARTICLE 1. SERVICES.**

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

Provide a scalable, centrally managed "Whole School Whole Child" model that delivers a holistic set of whole-school and focused supports to ensure students stay in school and on track to graduate, by deploying AmeriCorps Members ("Members") to five schools as follows:

Earl Warren Elementary (9 ACMs); Father K.B. Kenny K-8 (9 ACMs) ; Fern Bacon Middle (13 ACMs); Leataata Floyd Elementary (9 ACMs), Oak Ridge Elementary (11 ACMs); and Rosa Parks K-8 (15 ACMs)

Provide such additional Services pursuant the terms and conditions set forth in the attached Appendix A: Scope of Services, Appendix B: AmeriCorps Prohibited Activities, Appendix C: Data Sharing, Appendix D:Whole School Whole Child Services, Appendix E: City



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Year and Leadership, Appendix F: AmeriCorps Member Training and On-Going Professional Development, Appendix G: Corporate Support for City Year, Appendix H: Extended Learning and After School Program Activities, Appendix I. Vote of the Sacramento City Unified School District, and Appendix J. Force Majeure, all of which are incorporated by this reference as if fully set forth herein.

#### **ARTICLE 2. TERM.**

This Agreement shall commence on July 1, 2021, and continue through June 30, 2022, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all Services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

#### **ARTICLE 3. PAYMENT.**

District agrees to pay Contractor for Services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Total fee shall not exceed Nine Hundred Seven Thousand Five Hundred Dollars (\$907,500).

*For provisions of Services pursuant to this Agreement, Contractor shall provide documentation of \$100,000 in-kind match to the District.*

Payment to Contractor shall be made within 30 days upon submission of periodic invoice(s) to the attention of Doug Huscher, Assistant Superintendent of Student Support Services, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

#### **ARTICLE 4. EQUIPMENT AND FACILITIES.**

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

#### **ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT**

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose in any medium.



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As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

#### **ARTICLE 6. INDEPENDENT CONTRACTOR.**

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

#### **ARTICLE 7. FINGERPRINTING REQUIREMENTS.**

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) for a state and FBI check before entering the school site to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

District has determined that services performed under this Agreement will result in contact with pupils. Contractor shall obtain fingerprinting clearance for *all* school-based employees before services can begin. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. Contractor shall also obtain the ongoing notification service from DOJ and alert District within 24 hours of any notice received regarding any Contractor employee. Failure to provide such written certification before services



begin, or within thirty days after execution of this Agreement, whichever occurs first, will result in immediate termination.

#### **ARTICLE 8. MUTUAL INDEMNIFICATION.**

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of that Party or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed, and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

#### **ARTICLE 9. INSURANCE.**

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

#### **ARTICLE 10. TERMINATION.**

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

Either party may terminate this Agreement for cause upon written notice to the non defaulting party of its intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the other party; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency; or (d) the Contractor notifies the District in writing that it has not received adequate funding commitment from the Corporation for National and Community Service to support the level of service set forth in Article 1 of this Agreement .

Thirty (30) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District shall pay Contractor for Services performed before the notice is given and may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.



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**ARTICLE 11. ASSIGNMENT.**

Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

**ARTICLE 12. NOTICES.**

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:  
Sacramento City Unified School District  
PO Box 246870  
Sacramento, CA 95824-6870  
Attn: Jessica Sulli, Contracts  
Specialist

Contractor:  
City Year Sacramento  
2331 Alhambra Blvd.  
Ste. 300  
Sacramento, CA 95817  
Attn: Jeff Owen, Executive Director

With a copy to:

City Year, Inc.  
287 Columbus Avenue  
Boston, MA 02116  
Attention: Chief Financial and Administrative  
Officer  
jgreenfield@cityyear.org

**ARTICLE 13. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

**ARTICLE 14. CONFLICT OF INTEREST.**

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in



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connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

#### **ARTICLE 15. NONDISCRIMINATION.**

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

#### **ARTICLE 16. SEVERABILITY.**

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

#### **ARTICLE 17. RULES AND REGULATIONS.**

All rules and regulations of the District's Board of Education, the District's Health & Safety Plan During COVID-19, and all federal, state and local laws, ordinance and regulations are to be strictly observed by the parties pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

#### **ARTICLE 18. APPLICABLE LAW/VENUE.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

#### **ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.**

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted, a copy of which is attached in Appendix I: Vote of the Sacramento City Unified School District.



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Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**CITY YEAR, INC.**

By: \_\_\_\_\_  
Rose Ramos  
Chief Business Officer

By: \_\_\_\_\_  
Jessica Greenfield  
Executive Vice President & Chief Financial  
and Administrative Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





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### **Appendix A: Scope of Services**

City Year's vision is that, alongside our partners, we will advance educational equity and improve outcomes for students. It is our hope that this vision unites us through a shared purpose to work as one community with one goal of ensuring that all children are provided the environment, supports, and opportunities to succeed in school and in life. At City Year, educational equity means eliminating the predictability of student success or failure based on race, ethnicity, gender identity, sexual identity, socio-economic status, or any other identity marker, and ensuring that all children are provided a learning environment free of judgement, where individuals representing different identities are valued and welcomed.

City Year provides support to the students who need us the most – students who are disengaged, are struggling in school, and have fallen behind their peers socially or academically. To support these students, City Year provides a holistic support model that is able to be tailored to individual student need:

- **Academic Support & Intervention:** City Year advances educational equity by providing support and resources to the students and schools most in need. Students are on average three or more grade levels behind in content areas, and teachers cannot provide individual interventions to each student in their classroom. AmeriCorps members are trained in the same resources that teachers use to lead intervention groups with students.
- **Teacher Support and Satisfaction:** City Year supports teachers in their instructional practice, behavior management, and class culture and community building to help them differentiate their instruction and feel that they have the resources they need. This has resulted in a high level of teacher satisfaction with City Year as a resource to be able to best do their work, as reported on City Year's teacher surveys.
- **Social-Emotional Skill Development:** City Year's integrated approach is designed to consistently support students' social, emotional and academic development. City Year encourages students to learn and lead, and through these experiences, students gain a broader sense of self and acquire critical strengths, skills and learning mindsets and contribute to a positive school culture, climate and community. City Year's social-emotional skill development approach is aligned with the Collaborative for Academic, Social, and Emotional Learning's (CASEL's) competencies framework: self-awareness, self-management, social awareness, relationship skills and responsible decision-making.
- **Attendance Coaching & Improvement:** City Year AmeriCorps members provide attendance coaching to chronically absent students and those beginning to exhibit attendance challenges that allow them to set individual attendance goals and develop increased ownership of their attendance.
- **Family Engagement:** City Year engages with parents and families of students to connect them to the school community and ensure they have what they need to best support their children in the learning.
- **Enrichment Programming:** City Year AmeriCorps members run after-school and during school enrichment programming for students, which fills an existing resource gap



because many schools do not have the capacity to be able to provide these opportunities to students.

- Ongoing Observation & Coaching:** Each City Year school partner has a dedicated City Year staff member who manages the AmeriCorps members, provides ongoing and regular observation and coaching to improve AmeriCorps member academic tutoring and social-emotional content delivery, leads regular data reviews to identify areas of achievement and improvement, and collaborates with the school principal, teachers, and other school staff to ensure a strong partnership.

In support of the District's proposed learning efforts as the 2020-21 school year launches, City Year AmeriCorps members can provide a variety of supports both in-person and via the District's virtual learning platform(s) to support schools. In addition to City Year's in-building service model, City Year can support the District's virtual learning efforts, both through a hybrid learning approach (part in-person, part virtual) or a fully virtual learning approach.

Activity	Format	Description
Whole School Initiatives (Tier 1)	In-Person Virtual	ACMs can provide support to the entire school community by planning and leading attendance initiatives, school connection events, culture/climate building activities, and school or grade level town hall meetings.
Morning Greeting (Tier 1)	In-Person Virtual	ACMs can welcome students to school/learning each day through in-person morning greeting as students arrive at school and virtually through recorded morning messages shared via social media or school technology platforms.
Whole Classroom Support (Tier 1)	In-Person Virtual	ACMs can provide whole class support to students, leading warm-ups/do nows, and checking for student understanding during lessons, Virtually, ACMs can participate in synchronous and asynchronous learning in whole "class" spaces, where teachers are leading instruction and/or creating a class community space, supporting the delivery of content and the engagement of students in learning.
Google Classroom Community Building (Tier 1)	Virtual	Utilizing the Google Classroom Stream, ACMs can create a positive culture and an engaged learning community through ongoing questions, appreciations, age appropriate jokes, and individual students and whole classroom celebrations.
Facilitation Support (Tier 1)	Virtual	Many virtual platforms can make it difficult to both run a lesson/meeting and manage the technical spaces. ACMs can support lesson delivery by monitoring the chat, sharing resources, and communicating questions from the group.
Extra-Curricular Groups/Clubs, Enrichment Programming, and Extended Day Activities (Tier 1)	In-Person Virtual	ACMs can lead extended day and enrichment programming for students to keep them engaged and connected to their peers and school community.



Teacher/Staff Alignment & Support (Tier 1)	In-Person Virtual	ACMs can join staff meetings and school-level professional development opportunities to ensure alignment and coordination with faculty and staff and can support teachers' virtual office hours.
Student, Teacher, and School Staff Appreciations (Tier 1)	In-Person Virtual	ACMs can appreciate students, teachers, and school staff through in-person events and initiatives and virtually by sharing appreciation notes and videos via social media and school technology platforms for students, teachers, and school staff.
Attendance Coaching & Student Virtual Participation/Engagement (Tiers 1 & 2)	In-Person Virtual	ACMs can provide attendance coaching to students struggling with attendance, helping them set weekly attendance goals, reflect on their progress or challenges with attending school regularly, and take ownership over their attendance. Virtually, ACMs can support student participation in and engagement with technology platforms to ensure they are involved in the learning community
Family Engagement/Phone Calls Home (Tiers 1 & 2)	In-Person Virtual	ACMs can call parents and families to share updates on how their children are doing in school and to check-in on them during virtual learning to ensure they have the tools they need for learning at home.
Student Phone Check-ins (Tiers 1 & 2)	Virtual	ACMs can call students via their home phone number to ensure they understand, are engaged in and are participating in virtual learning efforts. To protect all parties, ACMs would never have 1:1, unsupervised conversations with minors.
Academic Interventions: ELA and/or Math (Tier 2)	In-Person Virtual	ACMs can lead small groups that support the teacher instruction and provide tutoring in math and ELA. These small groups can take place inside the school building or utilizing virtual platforms such Google Meets or Zoom breakout rooms.
Social-Emotional Skill Development (Tier 2)	In-Person Virtual	ACMs can create support positive, asset-based spaces for community building and connection and meet with small groups of students to identify social-emotional strengths and needs and develop new student skills.
Homework Help (Tier 2)	In-Person Virtual	ACMs can support students in completing their homework in-person and virtually through office hours and small group support within school technology platforms.

### City Year's Evidence-based Model

City Year helps students and schools succeed by delivering holistic support to students, classrooms and the whole school, working to ensure that students in systemically under-resourced schools are prepared with the skills and mindsets to thrive and contribute to their communities. City Year's approach is based on research about how students learn and our strategies and activities to encourage learning are based on a Response to Intervention model, with a focus on Tier 1 and Tier 2. City Year utilizes evidence-based curriculum and Tiered Intervention models to ensure students are engaged in their learning and are academically progressing.

- ELA/ Literacy:
  - Reading A-Z: City Year Sacramento uses Reading A-Z for its extensive collection of leveled reading resources. With more than 2,000 books at 29 levels of reading



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difficulty to choose from, we can match students with developmentally appropriate content, in order to, over time, get them to grade level proficiency. Reading A-Z includes thousands of corresponding resources to enhance instruction and strengthen students' reading skills, such as guided lesson plans, worksheets, assessments, and more.

- Math
  - Do the Math: City Year Sacramento uses Do the Math (DTM), an intensive, small- group, supplementary mathematics intervention programs designed to provide powerful, daily, small-group instruction to build numerical reasoning and restore confidence, and target foundational arithmetic skills to help students develop key Algebraic skills and participate in grade level content.
- Attendance
  - Check In, Check Out: AmeriCorps members utilize the research-based Check In, Check Out attendance coaching model. At the start of each week, AmeriCorps members “check in” with individual students to set weekly goals and plan for potential attendance challenges. At the end of the week, students “check out,” during which they discuss the progress made to achieve their weekly attendance goal and any challenges that should be reflected on over the weekend and included in their “check in” meeting the following week. By helping students internalize their attendance goals, this coaching leads to increased ownership of attendance and future success for students at-risk of chronic absenteeism.
- Social-Emotional Learning
  - Clover Model: One tool that City Year AmeriCorps members use to ensure an asset-based approach to working with students is the Clover model, which was developed by Dr. Gil Noam of the PEAR Institute: Partnerships in Education and Resilience (affiliated with McLean Hospital and Harvard Medical School). The Clover model highlights four essential elements, or “leaves” that people of all ages need to thrive, learn and grow: Active Engagement; Assertiveness; Belonging; and Reflection. This framework provides a common language and fosters an environment for both adults and students to talk about student development, strengths and needs. The model empowers adults to more successfully form positive relationships with students, implement a range of youth development practices throughout the school day, and foster students’ social-emotional development.
  - Holistic Student Assessment: City Year utilizes the Holistic Student Assessment (HSA), a self-report questionnaire that measures an individual student’s social, emotional, and developmental resiliencies; relationships with peers and adults; and learning and school engagement The HSA brings student voice into the identification of student strengths, challenges, and degree of school engagement with the goal of The HSA is better understanding the developmental needs and strengths of individual students to support intervention programming.\*



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- Devereux Student Strengths Assessment: City Year measures its social-emotional development work using the Devereux Student Strengths Assessment (DESSA), a standardized, strengths-based observational tool of social competencies defined by the Collaborative for Academic and Social Emotional Learning (CASEL): self-awareness, self-management, social awareness, relationship skills, and responsible decision-making. The DESSA not only indicates student growth, but also pinpoints skills, strengths and needs, and is used monthly by AmeriCorps members to monitor growth and progress in individual student social-emotional skill development. \*

*(\*Together, the DESSA and the HSA provide an instructional map for AmeriCorps members to use to target and customize interventions and successfully navigate students' social and emotional growth. See Appendix A for detail on how the HSA and DESSA competencies map to each other.)*

To comply with the terms of its grant with the Corporation for National and Community Service, City Year is required to retain a completed Statement of Partnership for each of its partner schools. City Year will coordinate with principals at each partner school to finalize and deliver a fully executed Statement of Partnership no later than September 30, 2020. A copy of the Statement of Partnership for each school will be available upon request.



## Appendix B: AmeriCorps Prohibited Activities

### **Prohibited Activities** (See 45 CFR § 2520.65)

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service (“CNCS”), staff and members may not engage in the following activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
  - a. A business organized for profit;
  - b. A labor union;
  - c. A partisan political organization;
  - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and e. An organization engaged in the religious activities described in paragraph 7. above, unless CNCS assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while engaging in any of the above activities on their personal time. All locations where members serve should post a list of the prohibited activities.




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**Nonduplication and Nondisplacement** (See 45 CFR §§ 2540.100)

**E. Nonduplication.**

- a. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

**F. Nondisplacement.**

- a. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
- b. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
- c. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- d. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
- e. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
  - i. Will supplant the hiring of employed workers; or
  - ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- f. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
  - i. Presently employed worker;
  - ii. Employee who recently resigned or was discharged;
  - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
  - iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
  - v. Employee who is on strike or who is being locked out.

**Restrictions on fundraising by members** (See 45 CFR §§ 2520.40-.45)

- i.) AmeriCorps members may raise resources directly in support of your program's service activities.
- ii.) Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:



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- 1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
  - 2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
  - 3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
  - 4) Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
  - 5) Seeking donations from alumni of the program for specific service projects being performed by current members.
- iii.) AmeriCorps members may not:
- 1) Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;  
Write a grant application to the Corporation or to any other Federal agency.  
45 CFR §§ 2520.40. An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, as described in §2520.40.





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### **Appendix C: Data Sharing Agreement**

In order for City Year to successfully implement the services described in the District Service Agreement between the parties [of even date herewith] and improve student performance, it is essential that City Year have access to the necessary data and support to properly monitor, adjust and measure the impact of the student supports provided.

**ACCORDINGLY**, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

1. **Use of Data.** City Year uses student-level performance data in partnership with district and school personnel to:
  - determine the scope and types of whole-school, in-class, and targeted student services it will provide;
  - set goals with school administration, teachers, and students regarding school, classroom, and student outcomes;
  - monitor the progress and evaluate the efficacy of its suite of services, from individual students up to whole-school impacts;
  - identify students who are in need of intensive support, monitor their progress, plan and track their interventions throughout the year;
  - report on performance metrics to the school and the school district; and
  - inform and refine our WSWC model design and improve overall quality of service.
2. **Obligations of City Year.** To ensure appropriate whole school and targeted interventions are provided, City Year agrees to:
  - periodically review student progress in coordination with representatives from each school partner's student support team (or reasonable proxy) and make decisions regarding student participation in the partnership's targeted interventions;
  - complete periodic reports on behalf of the partnership to City Year's stakeholders, including the school district and AmeriCorps;
  - share evaluation reports from evaluations commissioned by City Year; and
  - track key output data related to City Year's core services.
3. **Obligations of the District.** To ensure appropriate whole school and targeted interventions are provided, the District agrees to:
  - provide a primary data collection liaison/data coordinator to ensure that the school and/or the school district provide all necessary student-level data in a timely basis, in accordance with district policies and procedures;
  - help facilitate the completion of surveys and report outcome data in a timely manner to help facilitate internal or external reporting on City Year's impact; and
  - facilitate and/or support the collection of student-level data as outlined below.
  - all end of year data for the school year(s) covered under this agreement must be provided to City Year no later than October of the following school year(s).



4. **Data Access, Acquisition, and Requirements.** From the District, City Year will receive the following identifiable, student-level information for all students in the schools it will serve as part of this Agreement:

- attendance data (e.g. daily absence or tardiness, number of absences/tardies over a specified time period, days attended and missed, average daily attendance);
- behavior/discipline data (e.g. number of detentions, suspensions, office referrals);
- ELA and math assessment data (e.g. teacher-produced, district interim and benchmark, district and state standardized tests);
- ELA and math marking period grades and end-of-course grades;
- ELA and math course assignments and grades (if available);
- student identification and demographic data (e.g. name, district ID, date of birth, race/ethnicity, gender); and
- class, class enrollment, teacher, and school identification data (e.g. name of ELA and math class and teacher, class rosters, school and class schedules).

This data will be provided for the current academic year on at least a weekly basis via a secure file transfer from the District to City Year. At the beginning of the academic year, the District will also provide to City Year prior year information for all students enrolled in the schools City Year serves for the data noted above. Schoolzilla by Renaissance will serve as City Year's data transfer partner.

Each school will complete surveys which will be used for reporting of City Year's impact. These include:

- periodic principal, school liaison, and teacher surveys;
- periodic student surveys; and
- any other pre-arranged survey efforts that will assist City Year to assess its performance.

The District will provide updated feeder pattern/student matriculation data, as needed – on an annual or biannual basis – to inform the strategic deployment of City Year AmeriCorps members to schools.

Additionally, to enable City Year's partnership with the District, as well as the ability for City Year to support the District's virtual learning efforts, if virtual learning takes place, the District agrees to:

1. Provide District email accounts to all City Year AmeriCorps members and relevant City Year staff; and
2. Provide access to any virtual learning applications and technology platforms to all AmeriCorps members and relevant City Year staff.

5. **Subcontractor Use of District Data.** To the extent necessary to perform its obligations specified in the Agreement, City Year may disclose District Data to subcontractors pursuant to a written agreement. Subcontractors will be bound by all data security, storage, and retention requirements under FERPA and other applicable federal, state, and local laws. For the limited purposes of the evaluation of City Year services and analyses of how to serve City Year's student populations most effectively, City Year may share student data



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with agents, advisors, and third- party consultants and evaluators ("Representatives"). In these instances, the student data will be de-identified, and cases will be assigned unique External Evaluation ID numbers, assigned through an automated process. Files containing student data will only be shared via secure password protected networks and log-in information will only be shared with limited project personnel. City Year will inform any Representatives of the confidential nature of the data and direct them to treat the data confidentially and for the limited purpose of assisting City Year with its internal analyses and evaluation. In districts where Institutional Review Board (IRB) approval is required, it is the responsibility of the Representatives to secure approval.

6. **FERPA.** City Year uses data in partnership with the District in the legitimate educational interest of students, by reviewing student-level data to identify which students need supports and to modify those supports in response to data, aligning with the requirements listed in 34 C.F.R. §99.31 of the Family Educational Rights and Privacy Act (FERPA).

For purposes of this Agreement, City Year shall function as an agent of the District with regard to accessing pupil record information necessary for City Year's performance. City Year agrees to the following conditions, as required by 20 U.S.C. §1232g and 34 C.F.R. §99.31(FERPA): City Year is under the direct control of the agency or institution with respect to the use and maintenance of education records; and City Year is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

For purposes of studying the program to improve instruction, City Year shall comply with all requirements of 34 C.F.R. §99.31(a)(6). City Year shall conduct its study in a manner that does not permit personal identification of parents and students by anyone other than representatives of City Year authorized by this Agreement with legitimate educational interests for purposes of this Agreement. For the purposes of auditing or evaluating City Year's federally-supported program, City Year shall comply with 34 C.F.R. §§99.31(a) and 99.35.

7. **Ownership and Protection of Confidential Information.** Confidential Information means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement, which is designated as "confidential" or "proprietary" or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, school data and all school student records and personnel records of both parties.

School Information means all information, in any form, furnished or made available directly or indirectly to City Year by the school partner or otherwise obtained by City Year from the school partner in connection with this Agreement, including all information of the school, District or any District affiliates to which City Year has had or will have access, whether in oral, written, graphic, or machine-readable form.

City Year, the District, and each school partner will maintain the confidentiality of any and all student data exchanged as part of this Agreement. Confidentiality requirements will



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survive the termination or expiration of this agreement. To ensure the continued confidentiality and security of student data, City Year and school security plans will be followed.

Confidential Information of either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party or its licensors, as applicable. Neither party shall possess nor assert any lien or other right against or to Confidential Information of the other party. No Confidential Information of either party, or any part thereof (including, without limitation, any School Information), will be sold, assigned, leased, or otherwise disposed of to third parties by the other party or commercially exploited by or on behalf of City Year, its employees or agents.

During the course and scope of its services hereunder, City Year and/or its school partners will gain knowledge of or have access to, including electronic access to, Confidential Information of the other party, or otherwise have Confidential Information disclosed to it. The parties each understand that Confidential Information is made available to it only to the extent necessary to perform its duties within the course and scope of this Agreement, and the respective parties' and their respective personnel will use Confidential Information for no other purpose. Each party will disclose Confidential Information only to its personnel with a need to access such data as a necessary part of the performance of this Agreement.

City Year personnel may, by nature of the services, have access to systems and devices containing Confidential Information, but have no need to actually access such Confidential Information in order to perform Services. City Year therefore agrees to use reasonable efforts to avoid unnecessary exposure by City Year personnel to Confidential Information. City Year further agrees to comply, and agrees to require City Year personnel to comply, with all applicable laws relating to the access, use and disclosure of Confidential Information and any School Information embodied therein. The parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

Notwithstanding the terms of this section, the parties may disclose Confidential Information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing party must provide the other party prompt notice of the order and at the other party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

At no cost to the party that owns the Confidential Information, the other party shall upon (a) request by the owner at any time, and (b) upon termination or expiration of this Agreement, securely eliminate or return promptly in the format and on the media in use as of the date of request, all or any requested portion of Confidential Information that may be in the other party's possession or control. Notwithstanding the foregoing and subject to any restrictions imposed by applicable law, the parties may each retain a copy of the other's Confidential Information (but excluding any student or employee data) solely for archival purposes and in connection with any dispute between the parties.



## **Appendix D: Whole School, Whole Child Services**

### **Whole School, Whole Child Services**

Research from Johns Hopkins University has shown that students who are most at risk of dropping out of school can be identified as early as the 6th grade through three “off-track” early warning indicators (EWIs) that predict success in school – poor attendance, unsatisfactory behavior, and course failure in math or English. Students in high poverty environments whose performance is off-track in even just one of these indicators between the 6th and 9th grade typically have less than a 25% chance of graduating from high school. It is for this reason that we work primarily with students in grades 3-9 and focus on prevention, growth, and recovery.

City Year supports the efforts of school districts to turn around their lowest achieving schools by providing whole-school and targeted supports to ensure students stay in school and on track to graduate. To address the needs of students in high poverty schools, City Year utilizes research-based programming, the centerpiece of which is a holistic school partnership model called Whole School, Whole Child (“WSWC”).

This model is designed to leverage City Year’s unique assets – its AmeriCorps members – who serve as “near peer” tutors, mentors, role models, and coaches to students. City Year AmeriCorps members bring many positive attributes to their schools, including:

- A critical mass of human capital to help address the social emotional and academic needs of students who need additional support in the grades we serve
- A full-time school presence (approximately 7:30 a.m. to 6 p.m.) of highly organized, supervised, and trained young adults, four days a week
- An idealistic culture and energy that creates a more engaging learning environment
- The ability to organize school-wide and community events that engage families in the life of the school
- Increased intervention capacity to provide responses to student needs

WSWC services are guided by a rigorous data collection and review process that is used in partnership with school staff to regularly monitor individual student performance and to tailor the types and intensity of supports needed –both academically and socio-emotionally. City Year reviews student-level data and works with school leadership to identify students who are off-track in one or more of the EWIs. This process of data-informed intervention, based on an early warning monitoring system, allows City Year to deliver the right support to the right students at the right time. These supports include:

- Attendance Monitoring and Incentive Programs: AmeriCorps members work closely with students to monitor and improve attendance through attendance initiatives, direct student coaching, and communication to parents and guardians.
- Behavioral Support: AmeriCorps members coach students in developing various lifelong social, emotional and leadership skills through instruction in social emotional learning, and near-peer coaching and goal setting.
- Course Performance in math and English: AmeriCorps members tutor students one-on-one and in small groups, implementing intervention strategies in foundational skills that supplement the schools' curricula in order to increase student academic performance. AmeriCorps members also support whole class instruction and lead out-of-class activities



that complement classroom learning and help put students on a path towards high school graduation.

### Services

AmeriCorps members and school partners use EWI data to identify which students need what types of intervention and when. City Year staff collaborates with school staff to employ a Response to Intervention (RTI) approach, a research-based strategy that allows educators to identify and monitor students who are off-track or falling off-track and make real-time adjustments to interventions. The RTI framework is divided into tiers of direct student support, enabling City Year to tailor the type and intensity of its academic and social-emotional interventions based on student need. City Year provides both Tier 1 school-wide supports and Tier 2 targeted interventions for students in need of extra support, but who do not qualify for special education. The figure below provides an example of how City Year services can be tailored in a particular school to support the growth of all students, while targeting the individual needs of students who require additional academic or social emotional development (SED) support. In all cases, AmeriCorps members strive to forge positive relationships with all students.

	Attendance	SED/Behavior	Course Performance	Afterschool
All Students (Tier 1)	<ul style="list-style-type: none"> <li>Morning greeting/before-school activities</li> <li>Attendance incentive and recognition programming</li> <li>Student and community engagement</li> </ul>	<ul style="list-style-type: none"> <li>Classroom, hallway, and lunch behavior support</li> </ul>	<ul style="list-style-type: none"> <li>Classroom instruction support (enabling differentiated instruction)</li> <li>Academic-focused community engagement (e.g. Family Reading Night)</li> </ul>	<p><b>Homework Assistance</b> Provide homework assistance, which includes providing general academic support and coaching, for a consistent group of students after school.</p> <p><b>Enrichment Programming</b> Develop engaging activities for students after school, including enrichment and service. This may include arts, STEM, music, or recreation.</p>
Targeted Students (Tier 2)	<ul style="list-style-type: none"> <li>Attendance monitoring (phone calls home)</li> <li>Attendance coaching</li> <li>Ongoing assessment and monitoring</li> </ul>	<ul style="list-style-type: none"> <li>Behavior coaching</li> <li>Leadership development activities</li> <li>Ongoing instruction, assessment, and monitoring</li> </ul>	<ul style="list-style-type: none"> <li>One-on-one tutoring</li> <li>Small-group tutoring</li> <li>Homework support before school and during afterschool programming</li> <li>Ongoing assessment and monitoring</li> </ul>	<p><b>Social Justice and Service Projects:</b> Lead City Year's extended learning/ after school program that explores the social factors that influence our community and challenges learners to lead meaningful service activities that benefit their school and broader community.</p>

AmeriCorps members deliver these integrated services throughout the day, from before the first bell to the end of the school day, and in many schools, through the conclusion of afterschool programming. This full-time service provides a continuous, supportive presence throughout the day and can help to build connections between students' classroom learning and their before- and afterschool experiences. City Year teams encourage students to attend morning or afterschool programs, and with the help of data, they can check to see that the students who are attending are



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those who need additional support. In City Year sites that support afterschool programming, this aspect of the WSWC model:

- Increases the relevance of extended learning time to best meet the individual needs of students.
- Deliberately links in-school learning and afterschool engagement opportunities.
- Increases community service and character/leadership development opportunities that are linked to classroom learning.



### **Appendix E: City Year Staffing and Leadership**

A robust, local City Year leadership team will oversee all aspects of service provided to your district. This team is organized to streamline City Year's communications with district and school partners, and to manage daily service delivery and the timely fulfillment of the partnership's performance targets at both the district and school level. Key City Year team members include:

<p><b>City Year Executive Director:</b> Serves as the primary leader and strategist for the site. The Executive Director is responsible for the site's delivery, and its performance and success in achieving its potential for impact, sustainability, and scale.</p> <p><b>Managing Director/Director of Impact:</b> Manages and develops the overall service partnership and oversees City Year's day-to-day program implementation, evaluation, and documentation of efforts. The Director of Impact also coordinates with City Year field staff and individual schools to ensure that school-level performance targets are being met.</p>	<p><i>Primary Liaisons to the School District</i></p>
<p><b>Impact Manager:</b> Serves as primary liaisons with each school principal and oversee the daily execution of services at the school site. The Program Managers will also be responsible for the preparation, ongoing management, and professional development of the AmeriCorps member teams to ensure that the impact of AmeriCorps members is maximized to provide the best student outcomes.</p>	<p><i>Primary Liaison to Each School Partner</i></p>
<p><b>Team Leaders:</b> A senior AmeriCorps member who has the experience and demonstrated leadership to lead the team of AmeriCorps members throughout their daily student support services.</p> <p><b>The national City Year network:</b> Performs ongoing research, evaluation, and development of its services across all sites, based on leading education research. All City Year teams will be supported by a national network of City Year staff and AmeriCorps members working on over 300 schools, who share best practices on regular basis.</p>	<p><i>Other Partnership Support Staff</i></p>





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## **Appendix F: AmeriCorps Member Training and On-Going Professional Development**

City Year uses a research-based experiential learning model to prepare AmeriCorps members to lead our educational interventions in schools, incorporating direct training, in-service observation and coaching, guided reflection, and frequent performance assessment and review. AmeriCorps members are trained by City Year staff, school staff, district professional development partners, and external experts. These trainings start before the beginning of the school year and continue throughout the year. A sample training calendar for AmeriCorps members is provided below (note: specific dates and duration of training activities for your AmeriCorps members may vary).

**July:** One Week National Staff Training

**August:** Two Week Basic Training Academy with Integrated District/School Practicum

**September – January:** Ongoing Professional Development

**February:** Three Day Advanced Training Academy

**February – June:** Ongoing Professional Development

Training topics include:

- Youth development and learning theory
- Literacy and math content, support, and intervention strategies aligned to district curriculum and priorities
- Attendance and behavioral support, and intervention strategies aligned to district priorities and programs
- Ongoing data management and analysis
- Understanding the Response to Intervention (RTI) model and early warning indicator system
- Student safety, codes of conduct, and student data security
- Building a culture of achievement in the classroom and throughout the school community
- Leveraging relationships with youth to boost achievement
- Understanding the underlying social factors that influence the local community
- Family engagement
- Partnering with teachers, instructional coaches, and administrators
- Developing positive, supportive relationships with youth to boost achievement
- AmeriCorps members' civic leadership development



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### **Appendix G: Corporate Support for City Year**

City Year partners with district leaders, school leaders, and teachers to provide students in low performing, high needs schools with the support they need to succeed. In doing so, our model is designed to provide additional human capital to support students as they progress from elementary through high school in order to continue to build the nation's urban graduation pipeline. As part of its service in schools, City Year works with a variety of external partners including, the Corporation for National and Community Service (AmeriCorps) and other federal entities, national and local philanthropies, corporate partners, and individual donors to bring additional resources into the schools where we work.

Corporate partners can provide support to City Year and its partner schools in three possible ways. First, they may provide financial support that makes it possible for City Year to provide its services at a reduced cost to schools. Second, corporate partners may operate their own community service and engagement programs that could benefit schools, students, and parents. Third, employees from corporate partners may be available to serve as school volunteers who can supplement the service of City Year AmeriCorps members at your schools.

Corporate partners will be subject to all relevant District and school policies. Subject to this condition, the District agrees to allow City Year to work with corporate partners to supplement its work under this Agreement.

#### **Use of corporate volunteers to supplement City Year service**

In conjunction with our AmeriCorps members, corporate volunteers are able to supplement a variety of Tier I attendance supports in your school, including joining in morning greetings, participating in attendance recognition programs, and leading community engagement events such as career fair nights. Volunteers can also supplement City Year's after-school programming, assist students with homework, provide students with additional tutoring and mentoring, and speak to students about career and professional paths.

Benefits of having corporate volunteers work with City Year in your schools include:

- Additional hands-on support for a greater number of underserved students who are in need of academic tutoring and extracurricular enrichment opportunities
- Help to broaden the horizon of our students by connecting them to careers and professionals that exist in their community and surrounding neighborhoods
- Connection to corporate partners and their employees who want to support schools and participate in meaningful, socially conscious activities

Corporate partners who serve as school volunteers will be subject to all District and school requirements regarding the activities of volunteers in schools.



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**Appendix H: Extended Learning and After School Program Activities**

1. The District and City Year agree that for each of the schools covered by this Agreement whose Statement of Partnership includes After School Program activities, authorized representatives from each of the relevant schools and City Year shall meet to ensure safety protocols are agreed to, including, without limitation, student attendance and absence plans, arrival, headcount and dismissal procedures, student medical plans, emergency protocols and a requirement that each child participating in the After School Program, provide to City Year a waiver signed by the parent or guardian of such child acknowledging, among other things:

- risks associated with extended learning in out-of-home settings, including the After School Program
- that the child might be exposed to physical hazards, emotional demands, communicable diseases, weather conditions or other unanticipated events, none of which are the responsibility of City Year
- authorizing the child to participate in the educational, athletic, and recreational programs of the After School Program
- releasing and agreeing to hold harmless City Year, its employees, agents, officers, directors and all volunteers from any and all liability, loss or damage, actions, claims and demands which now have or which may hereafter arise from the child's participation in the routine activities of the After School Program
- certifying that the child is in normal health, and is capable of participating safely in the educational, athletic and recreational programs of the After School Program, and
- agreeing that should any injury occur to the child during participation in said After School Program, City Year is authorized to arrange for or to provide emergency medical treatment and to arrange for or provide transportation to the nearest qualified medical facility.

The District acknowledges City Year's right to refuse to allow a child to participate in the After School Program in the event of any material deviation from agreed upon safety procedures. The District agrees that each of the schools identified in the Deployment Plan shall make appropriate space available (classroom, gymnasium, outdoor play area and designated eating area) kept in safe, working order for City Year to render it's After School Program services.



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**Appendix I: Vote of the Sacramento City Unified School District.**



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**Appendix J. Force Majeure**  
**FORCE MAJEURE INSERT FOR NON-CITY YEAR FORM**

If a party wishes to excuse performance under this Agreement as a consequence of an Event of Force Majeure (as defined below), it shall, subject to the Notice provisions of Article 12, as soon as possible following the occurrence or date of commencement of such Event of Force Majeure, notify the other party of the nature and expected duration of such Event of Force Majeure and shall thereafter keep the other Party informed until such time as, in its sole judgment, it is able to perform its obligations.

Neither the District nor City Year shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the effective date of this Agreement.

The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

Neither party shall be obliged to settle any strike, lock out, work stoppage, labor dispute or such other industrial action by its employees.

For purposes of this Agreement, "Event of Force Majeure" means an event beyond the control of the District and City Year, which prevents a party from complying with any of its obligations under this Agreement, including but not limited to:

- i. act of God (such as, but not limited to, pandemic fires, explosions, earthquakes, drought, tidal waves and floods);
- ii. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- iii. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- iv. physical or geological conditions or the presence of hazardous materials or waste of a nature or in locations, quantities, concentrations or conditions which could not reasonably have been expected by the parties;
- v. riot, strike, lock out, work stoppage, labor dispute or such other industrial action or disorder, unless solely restricted to personnel of City Year; or
- vi. acts or threats of terrorism.

Should closure of a school serviced under this Agreement occur and last for an extended period of time (forty-five (45) calendar days or longer), City Year and the District shall meet and in good faith negotiate whether an amendment to the Agreement is needed to adjust dates and expectations under the Agreement, and to address the feasibility of each Party fulfilling its contractual obligations in light of such closure.

Irrespective of any extension of time, if an Event of Force Majeure occurs and its effect continues for a period of one hundred eighty (180) days, either the District or City Year may give to the other a notice of termination.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1b

**Meeting Date:** May 20, 2021

**Subject:** Approve Personnel Transactions

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Human Resources Services

**Recommendation:** Approve Personnel Transactions

**Background/Rationale:** N/A

**Financial Considerations:** N/A

**LCAP Goal(s):** Safe, Clean and Healthy Schools

**Documents Attached:**

1. Certificated Personnel Transactions Dated May 20, 2021
2. Classified Personnel Transactions Dated May 20, 2021

<p><b>Estimated Time of Presentation:</b> N/A <b>Submitted by:</b> Cancy McArn, Chief Human Resources Officer <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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**Attachment 2: CLASSIFIED 5/20/2021**

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
<b>LEAVES</b>							
BRAUN	CARLENE	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	10/7/2020	4/14/2021	LOA RTN 10/7/20
LE	AVAN	A	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	5/3/2021	6/30/2021	LOA RTN 5/3/21
OLIVARES	MOISES	A	Inst Aid, Spec Ed	CAROLINE WENZEL ELEMENTARY	5/1/2021	6/30/2021	LOA RTN 5/1/21
ROJAS	PATRICIA	A	Morning Duty	PACIFIC ELEMENTARY SCHOOL	5/11/2021	6/30/2021	LOA RTN 5/11/21
ROJAS	PATRICIA	A	Noon Duty	PACIFIC ELEMENTARY SCHOOL	5/11/2021	6/30/2021	LOA RTN 5/11/21
<b>RE-ASSIGN/STATUS CHANGE</b>							
GORDON	TEENA-MARIE	A	Print Shop Tech II	CENTRAL PRINTING SERVICES	5/3/2021	6/30/2021	REA 5/3/21
HAMILTON	DIANA	B	Fd Sv Asst IV	NUTRITION SERVICES DEPARTMENT	4/19/2021	6/30/2021	REA/STCHG 4/19/21
HARTLEY	TONYA	A	Noon Duty	JAMES W MARSHALL ELEMENTARY	4/29/2021	6/30/2021	STCHG 4/29/21
<b>SEPARATE / RESIGN / RETIRE</b>							
ALI	HASMUL	A	Library Media Tech Asst	WOODBINE ELEMENTARY SCHOOL	7/1/2020	5/6/2021	SEP/RESIGN 5/6/21
ALVAREZ	CYNTHIA	B	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	4/1/2021	6/30/2021	SEP/39MO 6/30/21
ALVES	EMILY	A	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	1/1/2021	6/30/2021	SEP/39MO 6/30/21
ANTUNEZ	LIZA	A	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	10/5/2020	6/30/2021	SEP/39MO 6/30/21
AVAKYAN	SHOGIK	B	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	3/1/2021	6/30/2021	SEP/39MO 6/30/21
BARISONE	JENNIFER	B	Instructional Aide	MATSUYAMA ELEMENTARY SCHOOL	1/19/2021	6/30/2021	SEP/39MO 6/30/21
BRAUN	CARLENE	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	10/7/2020	4/14/2021	SEP/TERM 4/14/21
BROWN	SHANNON	A	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	9/1/2020	6/30/2021	SEP/39MO 6/30/21
BUFFINGTON	DANIEL	R	Youth/Family Mntl Hlth Adv	INTEGRATED COMMUNITY SERVICES	9/1/2020	6/25/2021	SEP/RESIGN 6/25/21
BUI	HIEN	B	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	3/1/2021	6/30/2021	SEP/39MO 6/30/21
CARDENAS	MARIA	A	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	9/1/2020	6/30/2021	SEP/39MO 6/30/21
COLEMAN	SCHANELL	B	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	1/1/2021	6/30/2021	SEP/39MO 6/30/21
DANIELS	TASHA	A	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	9/1/2020	6/30/2021	SEP/39MO 6/30/21
DIAS	SANDRA	A	Instructional Aide	JOHN D SLOAT BASIC ELEMENTARY	7/1/2020	6/30/2021	SEP/39MO 6/30/21
DONOHUE	DANIELLE	A	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	1/1/2021	6/30/2021	SEP/39MO 6/30/21
ESSERY	SUNNIE	B	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	4/1/2021	6/30/2021	SEP/39MO 6/30/21
FAVELA	FLORENTINA	A	Parent Advisor	JOHN D SLOAT BASIC ELEMENTARY	7/1/2020	6/30/2021	SEP/39MO 6/30/21
FAVELA	ROSITA	A	Library Media Tech Asst	SUSAN B. ANTHONY ELEMENTARY	7/1/2020	6/30/2021	SEP/39MO 6/30/21
FRAGA	MARIA	A	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	9/1/2020	6/30/2021	SEP/39MO 6/30/21
GOMEZ	REBECCA	B	Pupil Personnel Records Tech	STUDENT SUPPORT AND FAMILY SER	1/1/2021	4/26/2021	SEP/RESIGN 4/26/21
GONZALEZ LORETO	BRIANDA	A	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	1/1/2021	6/30/2021	SEP/39MO 6/30/21
HERNANDEZ JR	JOSE	B	Custodian	HIRAM W. JOHNSON HIGH SCHOOL	3/5/2021	6/30/2021	SEP/39MO 6/30/21
HORNBACK	PAMELA	A	Fd Sv Asst III	NUTRITION SERVICES DEPARTMENT	7/1/2020	5/23/2021	SEP/RETIRE 5/23/21
JINGLES	JOHNNAE	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	1/1/2021	4/29/2021	SEP/TERM 4/29/21
JORS	JERRY	A	Inst Aid, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	7/1/2020	6/25/2021	SEP/RETIRE 6/25/21
LEMING	MARK	A	Inst Aid, Spec Ed	TAHOE ELEMENTARY SCHOOL	7/1/2020	6/17/2021	SEP/RESIGN 6/17/21
LOPEZ	RAQUEL	B	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	3/1/2021	6/30/2021	SEP/39MO 6/30/21
MOHR	SHANE	A	Bus Driver	TRANSPORTATION SERVICES	7/1/2020	4/23/2021	SEP/RESIGN 4/23/21
MORENO	AARON	B	Customer Service Specialist	EMPLOYEE COMPENSATION	9/1/2020	6/30/2021	SEP/39MO 6/30/21
MORENO MUNOZ	ROSALBA	A	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	9/1/2020	6/30/2021	SEP/39MO 6/30/21
NEWELL	RIKI	A	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	1/1/2021	6/30/2021	SEP/39MO 6/30/21
NOVOA	ERIKA	A	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	5/1/2021	6/30/2021	SEP/39MO 6/30/21
RAMIREZ FOURKILLER	STEPHEN	A	Noon Duty	CAROLINE WENZEL ELEMENTARY	1/1/2021	6/30/2021	SEP/39MO 6/30/21
RIOS	MARTHA	A	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	9/1/2020	6/30/2021	SEP/39MO 6/30/21
SAECHOU	NAI SENG	A	Library Media Tech Asst	PARKWAY ELEMENTARY SCHOOL	7/1/2020	6/30/2021	SEP/39MO 6/30/21
SANDLIN	MARYLOU	B	Parent Advisor	WOODBINE ELEMENTARY SCHOOL	3/1/2021	6/30/2021	SEP/39MO 6/30/21
SIMIEN	GABRIEL	A	Attendance Drop Out DIS	STUDENT SUPPORT AND FAMILY SER	8/13/2020	6/30/2021	SEP/39MO 6/30/21
VIRELAS	DEISY	B	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	4/5/2021	6/30/2021	SEP/39MO 6/30/21
VUE	YA	A	Teacher Assistant, Bilingual	SUSAN B. ANTHONY ELEMENTARY	7/1/2020	6/30/2021	SEP/39MO 6/30/21



NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
WARREN	TAMARA	B	Customer Service Specialist	HUMAN RESOURCE SERVICES	9/1/2020	6/30/2021	SEP/39MO 6/30/21
WHITE	MARQUITA	A	Adult Ed Customer Rel Clk	NEW SKILLS & BUSINESS ED. CTR	7/1/2020	6/30/2021	SEP/39MO 6/30/21
WILLIAMS	ADRIAN	B	Spec II, Youth Development	YOUTH DEVELOPMENT	7/1/2020	5/31/2021	SEP/RESIGN 5/31/21
WOMACK	MONICA	A	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	7/1/2020	6/30/2021	SEP/39MO 6/30/21
YANG	CHONGKHUE	A	Teacher Assistant, Bilingual	SUSAN B. ANTHONY ELEMENTARY	7/1/2020	6/30/2021	SEP/39MO 6/30/21
ZAKHARYAN	NARINE	A	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	9/1/2020	6/30/2021	SEP/39MO 6/30/21
ZAPATA	JENNIE	B	Instructional Aide	PARKWAY ELEMENTARY SCHOOL	3/1/2021	6/30/2021	SEP/39MO 6/30/21



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1c

**Meeting Date:** May 20, 2021

**Subject:** Approve Donations to the District for the Period of April 1-30, 2021

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Business Services

**Recommendation:** Accept the donations to the District for the period of April 1-30, 2021.

**Background/Rationale:** Per Board Policy 3290 Gifts, Grants and Bequests, the Board of Education accepts donations on behalf of the schools and the District. After Board approval, the Board Office will send a letter of recognition to the donors.

**Financial Considerations:** None

**LCAP Goal(s):** College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Empowerment; Operational Excellence

**Documents Attached:**

1. Donations Report for the period of April 1-30, 2021

**Estimated Time:** N/A

**Submitted by:** Rose Ramos, Chief Business Officer

**Approved by:** Jorge A. Aguilar, Superintendent

BOTW AP - Bank of the West (AP)											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BW21-0000728	Posted	(000670) THE BLACKBAUD GIVIN	6523	Check	04/05/21	1110189259			1300774836	PG&E DNTN, THE BLACKBA	750.10
	09-0812-0-8690-	- - - -0185-				750.10					
BW21-0000729	Posted	(000670) THE BLACKBAUD GIVIN	6523	Check	04/05/21	1110190338			1300774836	PG&E DNTN, THE BLACKBA	403.90
	09-0812-0-8690-	- - - -0185-				403.90					
BW21-0000737	Posted	(0151-2) LEONARDO DA VINCI K-	6526	Check	04/09/21	17813			BOTW041421	OFFICE DEPOT, LEONARDC	482.02
	01-0812-0-8690-	- - - -0151-				482.02					
BW21-0000797	Posted	(0151-2) LEONARDO DA VINCI K-	6545	Check	04/26/21	17814			1300776598	LIBRARY, LEONARDO DA VI	2,135.52
	01-0812-0-8690-	- - - -0151-				2,135.52					
BW21-0000808	Posted	(4455) FREMONT PRESBYTERIAI	6545	Check	04/26/21	58341			1300776598	BACKPACKS/SCH SUPP,FRI	2,000.00
	01-0812-0-8690-	- - - -0095-				2,000.00					
BW21-0000823	Posted	(3425) UNITED WAY CALIFORNIA	6546	Check	04/30/21	62684			BOTW050521	DONATION, UNITED WAY, C	13.85
	01-0812-0-8690-	- - - -0521-				13.85					

**Total for Sacramento City Unified School District 5,785.39**

**Fund-Object Recap**

01-8690	Donation Board Acknowledgement	4,631.39
<b>Fund 01 - General Fund</b>		<b>4,631.39</b>
09-8690	Donation Board Acknowledgement	1,154.00
<b>Fund 09 - Charter School</b>		<b>1,154.00</b>
<b>Total for Sacramento City Unified School District</b>		<b>5,785.39</b>

**Org Recap**

**Sacramento City Unified School District**

C - Check	5,785.39
<b>Report Total</b>	<b>5,785.39</b>

\* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 4/1/2021, Ending Receipt Date = 4/30/2021, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group = )

ESCAPE ONLINE

Page 1 of 1



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1d

**Meeting Date:** May 20, 2021

**Subject:** Approve Business and Financial Report: Warrants, Checks, and Electronic Transfers Issued for the Period of April 1-30, 2021

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Business Services

**Recommendation:** Approve attached list of warrants and checks.

**Background/Rationale:** The detailed list of warrants, checks and electronic transfers issued for the period of April 2021 are available for the Board members upon request.

**Financial Considerations:** Normal business items that reflect payments from district funds.

**LCAP Goal(s):** Family and Community Empowerment; Operational Excellence

**Documents Attached:**

1. Warrants, Checks and Electronic Transfers – April 1-30, 2021

<p><b>Estimated Time:</b> N/A <b>Submitted by:</b> Rose Ramos, Chief Business Officer <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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Sacramento City Unified School District  
Warrants, Checks and Electronic Funds Transfers  
April 2021

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount</u>
County Accounts Payable Warrants	97389821 - 97390365		<b>\$ 16,237,450.16</b>
		General (01)	\$ 12,592,593.41
		Charter (09)	\$ 59,561.56
		Adult Education (11)	\$ 157,052.65
		Child Development (12)	\$ 32,695.38
		Cafeteria (13)	\$ 797,669.62
		Building (21)	\$ 1,798,444.07
		Developer Fees (25)	\$ 750,288.91
		Self Insurance (67/68)	\$ 25,108.07
		Payroll Revolving (76)	\$ 24,036.49
Alternate Cash Revolving Checks	00002032 - 00002036		<b>\$ 69,489.78</b>
		General (01)	\$ 98,151.56
		Cafeteria (13)	\$ (29,288.02)
		Payroll Revolving (76)	\$ 626.24
Payroll and Payroll Vendor Warrants	97865481 - 97866103		<b>\$ 4,186,331.14</b>
		General (01)	\$ 915,304.51
		Charter (09)	\$ 49,818.19
		Adult Education (11)	\$ 5,881.39
		Child Development (12)	\$ 41,056.32
		Cafeteria (13)	\$ 89,438.24
		Payroll Revolving (76)	\$ 3,084,832.49
Payroll ACHs and Payroll Vendor EFTs	ACH 01359549 - 01364711 EFT 00000058 - 00000060		<b>\$ 16,751,903.83</b>
		General (01)	\$ 15,125,825.94
		Charter (09)	\$ 512,156.78
		Adult Education (11)	\$ 191,079.84
		Child Development (12)	\$ 395,788.46
		Cafeteria (13)	\$ 408,058.52
		Building (21)	\$ 21,248.85
		Self Insurance (67/68)	\$ 27,767.77
		Payroll Revolving (76)	\$ 69,977.67
County Wire Transfers for Benefit, Debt & Tax	9700349463 - 9700349473		<b>\$ 9,539,177.69</b>
		General (01)	\$ -
		Payroll Revolving (76)	\$ 9,539,177.69
<b>Total</b>	<b>6350 items</b>		<b>\$ 46,784,352.60</b>



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1e

**Meeting Date:** May 20, 2021

**Subject:** Approve Minutes of the April 22, 2021, Board of Education Meeting

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Superintendent's Office

**Recommendation:** Approve Minutes of the April 22, 2021, Board of Education Meeting.

**Background/Rationale:** None

**Financial Considerations:** None

**LCAP Goal(s):** Family and Community Empowerment

**Documents Attached:**

1. Minutes of the April 22, 2021, Board of Education Regular Meeting

<p><b>Estimated Time of Presentation:</b> N/A <b>Submitted by:</b> Jorge A. Aguilar, Superintendent <b>Approved by:</b> N/A</p>
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# BOARD OF EDUCATION MEETING AND WORKSHOP

## Board of Education Members

Christina Pritchett, President (Trustee Area 3)  
Lisa Murawski, Vice President (Trustee Area 1)  
Darrel Woo, Second Vice President (Trustee Area 6)  
Leticia Garcia (Trustee Area 2)  
Jamee Villa (Trustee Area 4)  
Chinua Rhodes (Trustee Area 5)  
Lavinia Grace Phillips (Trustee Area 7)  
Isa Sheikh, Student Member

Thursday, April 22, 2021

4:30 p.m. Closed Session

6:00 p.m. Open Session

Serna Center

Community Conference Rooms

5735 47<sup>th</sup> Avenue

Sacramento, CA 95824

(See Notice to the Public Below)

## MINUTES

2020/21-33

### 1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

#### NOTICE OF PUBLIC ATTENDANCE BY LIVESTREAM

Members of the public who wish to attend the meeting may do so by livestream at: <https://www.scusd.edu/post/watch-meeting-live>. No physical location of the meeting will be provided to the public.

The meeting was called to order at 4:36 p.m. by President Pritchett, and roll was taken.

#### Members Present:

President Christina Pritchett  
Vice President Lisa Murawski  
Second Vice President Darrel Woo  
Leticia Garcia  
Lavinia Grace Phillips  
Chinua Rhodes

#### Members Absent:

Jamee Villa  
Student Member Isa Sheikh arrived at 6:00 p.m. for Open Session.

### 2.0 ANNOUNCEMENT AND PUBLIC COMMENT REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION

**NOTICE OF PUBLIC COMMENT AND DEADLINE FOR SUBMISSION:**

**Public comment may be (1) emailed to [publiccomment@scusd.edu](mailto:publiccomment@scusd.edu); (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/SCUSDcommentApril22>; or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written comment. Regardless of the method by which public comment is submitted, including a request for oral comment, the submission deadline for closed and open session items shall be no later than noon, April 22. Individual public comment shall be presented to the Board orally for no more than two minutes, or other time determined by the Board on each agenda item. Public comments submitted in writing will not be read aloud, but will be provided to the Board in advance of the meeting and posted on the District's website. The Board shall limit the total time for public comment presented on each agenda item, including communications and organizational reports, to 15 minutes in length. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the agenda item and the number of public comments.**

*Public Comment on Closed Session:  
Mohammad Kashmiri  
Courtney Smith*

**3.0 CLOSED SESSION**

*While the Brown Act creates broad public access rights to the meetings of the Board of Education, it also recognizes the legitimate need to conduct some of its meetings outside of the public eye. Closed session meetings are specifically defined and limited in scope. They primarily involve personnel issues, pending litigation, labor negotiations, and real property matters.*

- 3.1 *Government Code 54956.9 - Conference with Legal Counsel:
  - a) *Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (San Joaquin County Superior Court Case No. STK-CV-UBC-2019-0007274, OAH Case No. 2021030253 and OAH Case No. 2021010161)*
  - b) *Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (Two Potential Cases)**
- 3.2 *Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (District Representative Pam Manwiller)*
- 3.3 *Government Code 54957 – Public Employee Discipline/Dismissal/Release/Reassignment*

**4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE**

- 4.1 *The Pledge of Allegiance*
- 4.2 *Broadcast Statement*
- 4.3 *Stellar Student – Jeremy Webster-Hawkins, a Sophomore at the School of Engineering and Sciences, was introduced by Second Vice President Woo.*



## 5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

Counsel Anne Collins announced that OAH Case No. 2021030253 and OAH Case No. 2021010161 were both approved 6-0 with Member Villa absent.

## 6.0 AGENDA ADOPTION

President Pritchett asked for a motion to adopt the agenda. A motion was made to approve by Student Member Sheikh and seconded by Second Vice President Woo. The Board voted unanimously to adopt the agenda 6-0, with Member Villa absent.

## 7.0 PUBLIC COMMENT

15 minutes

Public comment may be (1) emailed to [publiccomment@scusd.edu](mailto:publiccomment@scusd.edu); (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/SCUSDcommentApril22>; or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written comment. Regardless of the method by which public comment is submitted, including a request for oral comment, the submission deadline shall be no later than noon, April 22 for any agenda item. Individual public comment shall be presented to the Board orally for no more than two minutes or other time determined by the Board, on each agenda item. Public comments submitted in writing will not be read aloud, but will be provided to the Board in advance of the meeting and posted on the District's website. The Board shall limit the total time for public comment presented on each agenda item, including communications and organizational reports, to 15 minutes in length. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the agenda item and the number of public comments.

Public Comment:

Anna Molander

Nikki Milevsky

Angie Sutherland

Gwynnae Byrd

Alison Alexander

Alison French-Tubo

Scott Graves

Catherine Horiuchi

Maria Mar

Rich Vasquez

Renee Webster-Hawkins

Sarah Williams Kingsley

Brett Barley

Amanda Connolly

Arlene Wright

Javier Ducos

## 8.0 SPECIAL PRESENTATION

8.1 Approve Resolutions:

- School Library Month

Action

- *National School Bus Driver Day*
- *National Assistant Principals Week*

*Human Resources Director Tiffany Smith-Simmons presented. She shared many photos and a video of words of gratitude for these three groups.*

*Public Comment:  
None*

*Board Comments:*

*Second Vice President Woo moved to approve the resolutions, and Vice President Murawski seconded. The motion passed 6-0 with Member Villa absent.*

*8.2 Independent Audit Report for the Fiscal Year Ended June 30, 2020, Submitted by Crowe LLP (Rose Ramos)* **Information**

*Chief Business Officer Rose Ramos introduced Jeff Jensen of Crowe LLP. Mr. Jensen gave a background on Crowe LLP and their team, and then presented on the auditor’s responsibilities, planned scope and audit timelines, new accounting standards, corrected and uncorrected misstatements, other required communications, the audit results, and audit findings and recommendations.*

*Public Comment:  
David Fisher*

*Board Comments:*

*Vice President Murawski asked if the Board should have an update in three months. Accounting Director Jesse Castillo and Internal Auditor Karen Wiker spoke on what has been done so far to address audit findings.*

*Member Garcia asked about the projected enrollment difference between 2020-21 and 2021-22, while noting that the ADA is the same number. Ms. Ramos said she would get back to Member Garcia on this.*

*President Pritchett said, in response to the SCTA comment of who voted to approve staff’s recommendation to submit as a negative rather than as a qualified certification, that she voted to approve, and that she still stands by her vote. She noted that the District has received a notice from the Sacramento County Office of Education changing the submitted status of a qualified certification to negative.*

*8.3 Approve Resolution No. 3196: Committing to Returning Students to In-Person Instruction by the First Day of School Year 2021-22 and Mitigating Learning Loss (Isa Sheikh)* **Action**

*Student Member Sheikh presented. He gave the opening remarks and said that the purpose of the resolution is to assure students and families that the Board recognizes the need to come back to five day instruction in the Fall and that the District will do everything possible to make that happen. He noted that distance learning has never been a replacement for full, in-person instruction. He also went through and read from parts of the resolution.*

*During the presentation the Board stopped the meeting for 15 minutes so that technical difficulties on the livestream could be addressed. The Board reconvened into Closed Session during this time. Upon returning to Open Session, Counsel Anne Collins reported that there were no announcements out of Closed Session.*

*Public Comment:*

*Alasdair Dawson*

*Angie Sutherland*

*David Fisher*

*Gwynne Spann*

*Ingrid Hutchins*

*Jessie Gouck*

*John Meyers*

*Karen Rice*

*Sarah Williams Kingsley*

*Lisa Riley*

*Melissa Arceneaux*

*Amanda Connolly*

*Board Comments:*

*Member Garcia thanked Student Member Sheikh for bringing forward this resolution to let the community know that the District is committed returning in-person instruction in the Fall. She asked to add language to the resolution.*

*Vice President Murawski also thanked Student Member Sheikh. She said it is fully her expectation that school will resume full-time in the Fall. She also proposed adding language.*

*President Pritchett read a message from Member Villa which expressed her support for returning back to school full-time in the Fall. President Pritchett thanked Student Member Sheikh, and she said she is also in support of returning to full-time instruction in the Fall.*

*Student Member Sheikh said that we should be having full-time instruction now. He spoke about the proposed additions and asked if the virtual learning model is relevant to this resolution. Member Garcia said she feels it is because, if it is not included as an option, parents that need it will go somewhere else. Superintendent Aguilar suggested working on language that allows a continuation of study on this point and which could be brought back to the Board. Member Garcia said that would be acceptable. Member Sheikh thanked Member Garcia and Vice President Murawski for their amendments. Counsel Anne Collins restated the additions.*

*Member Phillips said she wants to make sure in reading this that we keep aware of black and brown students, as well as disabled students. She noted that pre-pandemic is not where we want to be in terms of excellence. She said she has no changes, but wants us to be more cognizant, i.e., that it seems the more disadvantaged students are missing.*

*Member Garcia noted that the goal of recognizing those students in AB 86 is to fill that hole.*

*Student Member Sheikh motioned to approve the resolution as revised. Second Vice President Woo seconded and the motion passed 6-0, with Member Villa absent.*

#### *8.4 Update on Re-Opening MOU's and Next Steps (Raoul Bozio)*

#### **Information**

*In-House Counsel Raoul Bozio went over attempts to meet and confer with SCTA regarding three feet guidance, communications, and current data regarding class grouping.*

#### *Public Comment:*

*Allyson Jones*

*Angie Sutherland*

*Ingrid Hutchins*

*Jane Doe*

*Kimberly Buchholz*

*Nikki Milevsky*

*Sarah Williams Kingsley*

#### *Board Comments:*

*Second Vice President Woo asked, in moving from three feet to six feet, what does it mean to meet and confer? He asked if it means they meet until they reach an agreement, or does it mean that they meet and may disagree, but the District moves forward. Mr. Bozio agreed that there is a technical meaning to that term, often as less than a full negotiational agreement. He said he would leave it at that and not offer any legal opinion, per se.*

*Vice President Murawski thanked staff for keeping this moving, and she feels we need to talk about timelines. She asked if there is anything preventing students from coming back four or five days a week. Superintendent Aguilar said that attendance at this point through the sixth grade would allow us to collapse the A and B groups and still maintain the six foot standard of distancing. He said many educators have asked if they could voluntarily collapse their groups, therefore that has been offered as another topic of discussion as a waiver. For three foot distancing, this is a conversation that has also been requested to be had with the labor partners. Vice President Murawski asked that we stay on top of both of these topics.*

*Member Phillips asked to clarify that it is six feet for high school and three feet for elementary. Mr. Bozio replied that it is three feet between students, six feet between adults and six feet between adults and students. He said he will have to check if there is a difference between high school and elementary school. He believes it is three feet between students in K-12.*

*Vice President Murawski said she believes the CDC guideline is six feet between high school students but only when there is a high transmission rate.*

*Student Member Sheikh said he wonders if this is a game where there has to be a winner and loser. He feels the language is crystal clear, and that we know quite a bit about COVID, and much about how it works in schools, so he is not sure what we are doing here. He asked if we are doing the best for students.*

*Superintendent Aguilar asked Director of Health and Student Services Victoria Flores to address Member Phillip's earlier question. Ms. Flores said that Vice President Murawski was correct, the guidance is three feet in grades K-12, except in middle school and high school where transmission is high and cohorting is not possible.*

*Member Phillips said it feels like we are sometimes not being clear. She noted that she is not in opposition to the District, but asks questions for clarity for the community.*

*Member Garcia noted that the school instruction her children are now getting is exponentially more important. She said she is sad and frustrated that we cannot bring more instruction to more students. She asked when we will come to a close on this conversation, as there are 39 days left in this school year. Superintendent Aguilar said we should have an answer based on the response provided by our labor partner. He noted that the data provided to the board, labor partner, and community shows the disproportionate impact that the lost instructional minutes have. Those sites that have the fewest number of students are those schools that serve the most vulnerable students. He said his recollection from the motion made was that Member Garcia asked for updates on this matter until a decision was made, and therefore this would come back to the next meeting.*

*President Pritchett noted from the presentation that four schools would be able to collapse all from the cohorts into a single classroom. She said she has spoken to many parents that said they could not send their children to school for just a few hours because they have a job and cannot go back and forth; they are waiting for the District to have school as a full day and week. She said she is looking forward to the discussions between SCTA and the District working together to get students back into the classroom.*

#### *8.5 Federal and State COVID Relief Funds (Rose Ramos)*

#### **Information**

*Chief Information Officer Rose Ramos, Chief Academic Officer Christine Baeta, Risk and Disability Coordinator Keyshun Marshall, Chief Continuous Improvement and Accountability Officer Vincent Harris, Chief Communications Officer Tara Gallegos, Chief Information Officer Bob Lyons, Accounting Director Jesse Castillo, Director of Nutrition Diana Flores, Assistant Superintendent of Facilities Leigh Sato and Facilities*

*Director Nathaniel Browning presented. They discussed funding sources and expenditures to date, proposed investment principles, an expiration timeline and allocation, a proposed spending plan, and AB 86 re-opening grants.*

*Public Comment:*

*Renee Webster Hawkins  
Ingrid Hutchins  
Sarah Williams Kingsley  
David Fisher*

*Board Comments:*

*Vice President Murawski suggested tabling most of the discussion on this item until it can be addressed later and for Board members to email their questions to the Superintendent. Superintendent Aguilar said he agrees that this was a lengthy presentation that needs to be further unpacked by Board members. He noted the public comments along with those of other community organizations and said there are many good ideas out there. He feels it is critical to engage with the community. He committed to providing as many documents as possible to the Board for review before a discussion is had. Vice President Murawski asked what priorities would be helpful for the Board members to provide. Superintendent Aguilar said anything, but specifically that the Board is owed statements around principles for these one-time funds, and if they have any thoughts about the kind of statements they think are in alignment with the board policy, that they pass along this information; that would be welcome as these principles are still in the process of being created.*

*Member Garcia asked for clarity in terms of the District office and the community on where this is going on a continued basis and within what timeframe. Superintendent Aguilar answered that these are the initial buckets that they want the Board to be thinking about, further studying is being done, and if there are additional buckets that have not been included, that feedback is welcomed.*

*Member Rhodes recalled that Superintendent Aguilar said earlier that this would not be a deep dive, but that this would be brought back for a more robust conversation when he has more information.*

*President Pritchett asked for a motion to extend the meeting to midnight. Student Member Sheikh motioned, and Member Phillips seconded. The motion passed unanimously.*

*8.6 Special Education Assessments and CDE Determinations  
Update (Raoul Bozio and Dr. Sadie Hedegard)*

***Information***

*Chief Academic Officer Christine Baeta, Special Education Assistant Superintendent of Innovation and Learning Dr. Sadie Hedegard, and In-House Legal Counsel Raoul Bozio presented. They covered federal and state special education timelines, a District assessment update, CDE corrective actions, and next steps.*

*Public Comment:*

*Angie Sutherland  
Renee Webster Hawkins  
Sarah Williams Kingsley  
Lauren Lystrup  
Monica Harvey  
Mona Tawatao  
Atasi Uppal  
Nikki Milevsky*

*Board Comments:*

*Member Rhodes said he feels it is obvious that the District has to do better. He felt the presentation was very clear, and that we cannot continue to be in this situation.*

*President Pritchett asked what it would take to get through the number of backlogged assessments at this point and can we make the deadline. Dr. Hedegard answered that they are using 15 hours as an average time that it would normally take a school psychologist to complete a psycho-educational evaluation. She said the tricky part is that the special education assessment process is intended to be individualized, as it is intended to be based on the individual needs of a student. Therefore, not the same standardized assessments are completed for every child. If indicated, some students will require additional assessment. So they are using 15 hours as an average amount of time. Based on the number of staff, she said they are looking at 700 that will still need to be completed if the contract hours and the additional ten hours that are available are taken advantage of by all school psychologists; if we have the ability to contract out, it will be impacted by the number of contractors that we can access. She noted that we are competing with all neighboring districts that are experiences similar challenges as well. President Pritchett clarified that if we did not contract out, we would not be able to meet the deadline. Dr. Hedegard said that is correct. President Pritchett asked if, regarding phase four of these cases, the meeting has been requested with SCTA and if we would have to negotiate to be able to contract out. Mr. Bozio replied that we have requested a meeting to talk about the extra time for staff in the summer. The contracting out potential is something that is always discussed with the labor partner.*

*Second Vice President Woo asked if it is possible to initiate the contracting out process and hold it in abeyance until it is needed. Mr. Bozio said they would want to explore that with the providers. Dr. Hedegard said they were outlining and making arrangements to make sure they could move forward when possible.*

*President Pritchett said she agrees with Member Rhodes in that we need to do better.*

*Vice President Murawski asked what is the Board's authority under labor law to contract out. Mr. Bozio said that is a complicated issue and that he did not want to offer up a legal opinion during an open session. Superintendent Aguilar said there are potential ramifications under labor law to contracting out. Vice President Murawski said it does not look like we can meet the backlog without contracting out. Dr. Hedegard said that is her understanding. Vice President Murawski said it is a moral issue at this point. She asked that the weekly update be posted publicly and that staff makes sure the CAC gets their questions answered about this. Mr. Bozio mentioned efforts toward creating a*

*dashboard to illustrate progress. Vice President Murawski said she is sad that we are in this situation, that there was a lot of talk about assessments over a period months while not doing them.*

*Member Garcia said we are in a hole that keeps getting deeper. She asked for a date certain when the Board will take action on this moving forward. Superintendent Aguilar said that will be no later than the next Board meeting.*

*President Pritchett asked if we know what will happen if the CDE withholds payments from the District. Mr. Bozio said that in speaking with staff he is confident that we will meet their number of 200 by the mid-May deadline given. President Pritchett noted that we would also receive loss of federal funds by not meeting the deadline.*

## **9.0 COMMUNICATIONS**

### **9.1 Employee Organization Reports:**

**Information**

- SCTA – No report given

## **10.0 PUBLIC HEARING**

### **10.1 Public Hearing: Approve Revised Board Policy 3315, Relations with Vendors (Raoul Bozio)**

**Action**

*In House Counsel Raoul Bozio went over the revision of BP 3315, Relations with Vendors.*

*Public Comment:  
David Fisher*

*Board Comments:*

*A motion was made to approve by Member Phillips, and Member Garcia seconded it. The item was approved unanimously with Member Villa absent.*

## **11.0 CONSENT AGENDA**

**Action  
(Roll Call Vote)**

*Generally routine items are approved by one motion without discussion. The Superintendent or a Board member may request an item be pulled from the consent agenda and voted upon separately.*

### **11.1 Items Subject or Not Subject to Closed Session:**



- 11.1a *Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Rose F. Ramos)*
- 11.1b *Approve Personnel Transactions (Cancy McArn)*
- 11.1c *Approve Donations to the District for the Period of March 2021 (Rose Ramos)*
- 11.1d *Approve Business and Financial Report: Warrants, Checks, and Electronic Transfers Issued for the Period of March 2021 (Rose Ramos)*
- 11.1e *Approve Minutes of the March 18, 2021, Board of Education Meeting (Jorge A. Aguilar)*
- 11.1f *Approve Minutes of the March 25, 2021, Board of Education Special Meeting (Jorge A. Aguilar)*

*President Pritchett asked for a motion to adopt the Consent Agenda. A motion was made to approve by Vice President Murawski and seconded by Second Vice President Woo. The Board voted unanimously to adopt the Consent Agenda with Member Villa absent.*

## **12.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS**

**Receive Information**

- 12.1 *Business and Financial Information:*
  - *Purchase Order for the Period of February 15, 2021, through March 14, 2021 (Rose Ramos)*
- 12.2 *Head Start Reports (Christine Baeta and Jacquie Bonini)*

*President Pritchett received the Business and Financial information/reports.*

## **13.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ *May 6, 2021 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting*
- ✓ *May 20, 2021 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting*

#### **14.0 ADJOURNMENT**

*The Board adjourned back to Closed Session at 11:17 p.m. and returned to Open Session at 11:30 p.m. President Pritchett then asked for a motion to adjourn the meeting; a motion was made by Member Rhodes and seconded by Student Member Sheikh. The motion was passed unanimously, and the meeting adjourned at 11:35 p.m.*

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*Jorge A. Aguilar, Superintendent and Board Secretary*

*NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Board of Education Office at (916) 643-9314 at least 48 hours before the scheduled Board of Education meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54953.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)] Any public records distributed to the Board of Education less than 72 hours in advance of the meeting and relating to an open session item will be available on the District's website at [www.scusd.edu](http://www.scusd.edu)*



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1f

**Meeting Date:** May 20, 2021

**Subject:** Approve Minutes of the April 28, 2021, Board of Education Special Meeting

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Superintendent's Office

**Recommendation:** Approve Minutes of the April 28, 2021, Board of Education Special Meeting.

**Background/Rationale:** None

**Financial Considerations:** None

**LCAP Goal(s):** Family and Community Empowerment

**Documents Attached:**

1. Minutes of the April 28, 2021, Board of Education Special Meeting

<p><b>Estimated Time of Presentation:</b> N/A <b>Submitted by:</b> Jorge A. Aguilar, Superintendent <b>Approved by:</b> N/A</p>
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# Sacramento City Unified School District BOARD OF EDUCATION SPECIAL MEETING

## Board of Education Members

Christina Pritchett, President (Trustee Area 3)  
Lisa Murawski, Vice President (Trustee Area 1)  
Darrel Woo, Second Vice President (Trustee Area 6)  
Leticia Garcia (Trustee Area 2)  
Jamee Villa (Trustee Area 4)  
Chinua Rhodes (Trustee Area 5)  
Lavinia Phillips (Trustee Area 7)  
Isa Sheikh, Student Member

Wednesday, April 28, 2021  
5:30 p.m.

Serna Center  
Washington Conference Room  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
(See Notice to the Public Below)

## **MINUTES** 2020/21-34

### **1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL**

*The meeting was called to order at 5:34 p.m. by President Pritchett, and roll was taken.*

#### *Members Present:*

*President Christina Pritchett  
Vice President Lisa Murawski  
Second Vice President Darrel Woo  
Leticia Garcia  
Lavinia Grace Phillips  
Chinua Rhodes*

#### *Members Absent:*

*Jamee Villa  
Student Member Isa Sheikh arrived at 7:30 p.m. for Open Session.*

### **2.0 PUBLIC COMMENT REGARDING ITEMS TO BE DISCUSSED IN OPEN AND CLOSED SESSION**

#### **NOTICE OF PUBLIC COMMENT AND DEADLINE FOR SUBMISSION:**

***Public comment may be (1) emailed to [publiccomment@scusd.edu](mailto:publiccomment@scusd.edu); or (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/SCUSDcommentspecialApril28> ; or (3) using the same URL, submitting a request for oral comment. Regardless of the method by which public comment is submitted, the submission deadline shall be no later than noon, April 28. Individual public comment shall be presented to the Board orally for no more than two minutes, or other time determined by the Board on each agenda item. Public comments submitted in writing will not be read aloud, but will be provided to the Board in advance of the meeting and posted on the District's website. The Board shall limit the total time for public comment on each agenda item, including communications and***

*organizational reports, to 15 minutes in length. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the agenda item and the number of public comments.*

*Public Comment on Closed Session:*

*Caity Maple*

*John Meyers*

*Mohammad Kashmiri*

### **3.0 CLOSED SESSION**

*While the Brown Act creates broad public access rights to the meetings of the Board of Education, it also recognizes the legitimate need to conduct some of its meetings outside of the public eye. Closed session meetings are specifically defined and limited in scope. They primarily involve personnel issues, pending litigation, labor negotiations, and real property matters.*

*3.1 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (District Representative Pam Manwiller)*

### **4.0 RECONVENE INTO OPEN SESSION**

*There were no announcements out of Closed Session.*

### **5.0 APPROVAL OF MOU WITH SERVICE EMPLOYEES INTERNATIONAL UNION, DATED APRIL 20, 2021, TO SAFELY REOPEN SCHOOLS TO IN-PERSON INSTRUCTION AND AB 1200 DISCLOSURE**

**Action Item**

*In-House Counsel Raoul Bozio presented on the request for impasse determination, impasse mediation, the agreement reached, and the AB 1200 fiscal impact.*

*Public Comment:*

*David Rice*

*Board Comments:*

*Member Garcia expressed her gratitude to all bargaining teams and management. She thanked SEIU for reaching a late agreement prior to a potential strike. She said, however, that she is also disappointed in SEIU's decision to release a video on April 17<sup>th</sup> that included images of a parent volunteer in a school mascot suit and a young student celebrating the first day back to in-person instruction. She said that the images were used without the consent of the individuals. She reported that the parents said they felt heartbroken, violated, mortified and embarrassed that their volunteer efforts were used in a way completely contrary to their goals. They felt that their integrity was compromised and that they were portrayed as reckless parents. She said that no parent should ever feel this way and that our parent volunteers play a critical role in the success of students. She read from a letter that the entire Board sent to the president of SEIU which addressed this matter.*

*Student Member Sheikh expressed his upset about the released video. He asked Mr. Bozio to explain how moving to three feet would work with this specific labor partner.*

*Mr. Bozio said that it was a major issue for SEIU to have the same language that SCTA had. He said they are currently pursuing efforts to meet and confer to discuss this issue with SCTA. Student Member Sheikh asked to clarify that, in order to meet an agreement, the language with regards to COVID hygiene is exactly the same as SCTA and what we are sticking to for now. Mr. Bozio said that is correct.*

*President Pritchett asked if a date has been set to meet and confer. Mr. Bozio said no, a date to meet and confer has not been set. She thanked Member Garcia for her comments.*

*Vice President Murawski said she echoed Member Garcia's comments and said we need civility in the District, to build each other up, and respect each other. She said we need to get out of the cycle of doing hurtful things, as nothing comes out of that. She hopes we can move forward together in good faith.*

*Member Garcia moved to approve the MOU, and Second Vice President Woo seconded. The motion passed unanimously with Member Villa absent.*

**6.0 APPROVAL OF MOU WITH TEAMSTERS DATED APRIL 6, 2021, TO SAFELY REOPEN SCHOOLS TO IN-PERSON INSTRUCTION AND AB 1200 DISCLOSURE *Action Item***

*In-House Counsel Raoul Bozio presented on the MOU and addendum, and MOU key provisions which included COVID hygiene, onsite training, and unit member preparation. He also covered additional compensation and the AB 1200 fiscal impact.*

*Public Comment:  
None*

*Board Comments:*

*Member Garcia expressed her gratitude to all bargaining teams, labor, and management, and gave a heartfelt thank you to Teamsters, who, she said, quickly and quietly reached agreement with the District bargaining team.*

*Second Vice President Woo motioned to approve the MOU, and Vice President Murawski seconded. The motion passed unanimously with Member Villa absent.*

**7.0 APPROVAL OF MOU WITH TEAMSTERS CLASSIFIED SUPERVISORS DATED APRIL 6, 2021, TO SAFELY REOPEN SCHOOLS TO IN-PERSON INSTRUCTION AND AB 1200 DISCLOSURE *Action Item***

*In-House Counsel Raoul Bozio presented on the MOU and addendum, and MOU key provisions which included COVID hygiene, onsite training, and unit member preparation. He also covered additional compensation and the AB 1200 fiscal impact.*

*Public Comment:*

*None*

*Board Comments:*

*Member Garcia gave a heartfelt thank you to TCS.*

*Second Vice President Woo motioned to approve the MOU, and Member Murawski seconded. The motion passed unanimously with Member Villa absent.*

## **8.0 ADJOURNMENT**

*The Board adjourned back to Closed Session after which they came back to Open Session at 10:31 p.m. President Pritchett asked for a motion to adjourn the meeting; a motion was made by Member Rhodes and seconded by Vice President Murawski. The motion was passed unanimously, and the meeting adjourned at 10:32 p.m.*

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*Jorge A. Aguilar, Superintendent and Board Secretary*

*NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public portion of the special Board meeting, please contact the Board of Education Office at (916) 643-9314 at least 8 hours before the scheduled Board of Education special meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)]*



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1g

**Meeting Date:** May 20, 2021

**Subject:** Approve Minutes of the May 3, 2021, Board of Education Special Meeting

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Superintendent's Office

**Recommendation:** Approve Minutes of the May 3, 2021, Board of Education Special Meeting.

**Background/Rationale:** None

**Financial Considerations:** None

**LCAP Goal(s):** Family and Community Empowerment

**Documents Attached:**

1. Minutes of the May 3, 2021, Board of Education Special Meeting

<p><b>Estimated Time of Presentation:</b> N/A <b>Submitted by:</b> Jorge A. Aguilar, Superintendent <b>Approved by:</b> N/A</p>
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Putting  
Children  
First

# Sacramento City Unified School District

## BOARD OF EDUCATION

### SPECIAL MEETING

#### Board of Education Members

Christina Pritchett, President (Trustee Area 3)  
Lisa Murawski, Vice President (Trustee Area 1)  
Darrel Woo, Second Vice President (Trustee Area 6)  
Leticia Garcia (Trustee Area 2)  
Jamee Villa (Trustee Area 4)  
Chinua Rhodes (Trustee Area 5)  
Lavinia Grace Phillips (Trustee Area 7)  
Isa Sheikh, Student Member

Monday, May 3, 2021  
5:30 p.m.

Serna Center  
Community Conference Rooms  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

# MINUTES

2020/21-35

## 1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

The meeting was called to order at 5:34 p.m. by President Pritchett, and roll was taken.

#### Members Present:

President Christina Pritchett  
Vice President Lisa Murawski  
Second Vice President Darrel Woo  
Leticia Garcia  
Lavinia Grace Phillips  
Chinua Rhodes  
Jamee Villa

Student Member Isa Sheikh arrived at 6:00 p.m. for Open Session.

## 2.0 PUBLIC COMMENT FOR OPEN SESSION

#### NOTICE OF PUBLIC COMMENT AND DEADLINE FOR SUBMISSION:

Public comment may be (1) emailed to [publiccomment@scusd.edu](mailto:publiccomment@scusd.edu); or (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/SCUSDcommentsspecialMay3>; or (3) using the same URL, submitting a request for oral comment. Regardless of the method by which public comment is submitted, the submission deadline shall be no later than noon, May 3. Individual public comment shall be presented to the Board orally for no more than two minutes, or other time determined by the Board on each agenda item. Public comments submitted in writing will not be read aloud, but will be provided to the Board in advance of the meeting and posted on the District's website. The Board shall limit the total time for public comment on each agenda item, including communications and organizational reports, to 15 minutes in length. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the agenda item and the number of public comments.

*Public Comment:*  
*David Fisher*  
*Nikki Milevsky*  
*Cindee Stewart*  
*Karla Faucett*

### **3.0 SPECIAL PRESENTATION**

#### **3.1 Adopt Proposal for PIQE to Conduct Family Survey (Leticia Garcia)**

**Action**

*Student Member Sheikh began the presentation by covering the background of the formation of the committee and AB 86. The goal is to enhance community involvement with specific input from each board trustee area and to report back to the Board and Superintendent by May 20<sup>th</sup> or sooner. The work of the committee should be in coordination with LCAP. Member Garcia noted that the PIQE team was present to answer questions, and she described the work that the ad hoc committee did in partner with PIQE. She explained how they tried to be as inclusive as possible. She said it is important that the input be qualitative in nature and that it is focused on parents. Member Rhodes then described what is in the proposal. He gave a shout-out to Member Garcia for spearheading this. Member Garcia thanked Member Rhodes and said that she appreciates all the work.*

*Public Comment:*  
*None*

#### *Board Comments:*

*President Pritchett asked to clarify which proposal was most recently updated. Member Garcia said it is the one for \$20,000. President Pritchett asked what languages will be used. Member Garcia said that, due to time constraints, the languages would be English and Spanish. President Pritchett noted that she has a high Russian population in her trustee area.*

*Member Villa asked what is the end goal for what will be done with the data. Member Garcia said that the major themes of the questions are in access to technology. They also are going to focus on mental health needs, future parent/community engagement, and academic supports. Member Villa asked if there will be a comments section. Member Garcia said that some parents will be surveyed via phone. Ms. Gloria Corral from PIQE added that, although an option, open ended questions are difficult to analyze. Member Villa noted that this is a \$20,000 contract for reaching out to 100 families, and she asked what will be done with the data in the end. Member Garcia answered that it is reaching out to 500 families, for this first step they are doing mostly closed questions, and that the data will be aligned with work that staff is already doing for incorporation into the final expenditure plan that will come before the Board for approval.*

*Vice President Murawski thanked the presenters and thanked President Pritchett for taking this step and for realizing we need to do more on community engagement. She thanked Member Garcia and the other members of the ad hoc committee for spearheading the project of how to take steps forward toward meaningful community engagement. She said she would like to be sure the benefits merit the cost.*

*Second Vice President Woo said he wants to make sure that when we are done we will be*

*able to extrapolate this to our Hmong, Chinese, and other Asian speaking communities because we are making a concerted effort not to reach out to them.*

*President Pritchett said she also has these concerns, and she asked Member Garcia to let the Board know what the plan is to continue to reach out to also the Middle Eastern and Russian communities. Member Garcia said that because of the abbreviated time frame and the percentage of English and Spanish speaking participants, they still felt that they would be able to receive valuable input. They are looking forward to receiving the analysis and then going back to the ad hoc committee to see the next steps that need to be made toward strengthening community engagement in the District. They recognize that District staff is at capacity, and therefore this is bringing in an additional resource. President Pritchett asked what the LCAP/PAC is doing with surveys that are relatable to this. Superintendent Aguilar said the LCAP/PAC surveys are relatable to this, and he provided details on how this addition of 500 families would be complementary. President Pritchett asked to make sure that they would not have to do a request for proposal since the amount is \$20,000. Mr. Bozio said that is correct.*

*Vice President Murawski asked if the funding source is AB 86. Superintendent Aguilar said that is correct. She made a motion to approve, and Member Villa seconded. The motion was approved unanimously.*

#### **4.0 PUBLIC HEARING**

##### **4.1 Public Hearing: Adopt Revision of Board Policy 5113, Absences and Excuses (Victoria Flores and Isa Sheikh) **First Reading****

*Student Member Sheikh began the presentation by reviewing Education Code 48205 and the Mental Health Parity and Addiction Equity Act. He reminded that when this discussion initially came to the Board, Members Garcia and Minnick brought up the idea that this should not just be an extension of the attendance policy but should also include language that, when there is a pattern of excused absences for mental health reasons, a site level team would reach out. Such language has been included. Director of Student Support and Health Services Victoria Flores said that this is to recognize the impact of mental health issues and to reduce stigmatizing attitudes.*

*Public Comment: None*

*Board Comments:*

*President Pritchett thanked both Student Member Sheikh and Ms. Flores.*

*Member Rhodes said he fully supports this.*

##### **4.2 Public Hearing: Adopt Revision of Board Policy 5141.52, Suicide Prevention (Raoul Bozio) **First Reading****

*In-House Counsel Raoul Bozio and Director of Student Support and Health Services Victoria Flores presented. They went over the updates to the policy.*

*Public Comment: None*

*Board Comments:*

*President Pritchett thanked the presenters.*

*Member Garcia said that both of these board policy changes are timely. She thanked the presenters. She said she appreciates striking “law enforcement” from the language. She noted a word that she felt was not typed correctly and asked that it be reviewed. She also asked to spell out that TK is included by listing as “TK through 12”.*

## **5.0 ADJOURNMENT**

*President Pritchett asked for a motion to adjourn the meeting; a motion was made by Student Member Sheikh and seconded by Second Vice President Woo. The motion was passed unanimously, and the meeting adjourned at 6:52 p.m.*

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*Jorge A. Aguilar, Superintendent and Board Secretary*

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# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1

**Meeting Date:** May 20, 2021

**Subject:** Business and Financial Information

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Business Services

**Recommendation:** Receive business and financial information.

**Background/Rationale:** Purchase Order Board Report for the Period of March 15, 2021 through April 14, 2021

**Financial Considerations:** Reflects standard business information.

**LCAP Goal(s):** Family and Community Empowerment; Operational Excellence

**Documents Attached:**

1. Purchase Order Board Report for the Period of March 15, 2021 through April 14, 2021

<p><b>Estimated Time:</b> N/A <b>Submitted by:</b> Rose Ramos, Chief Business Officer <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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## Includes Purchase Orders dated 03/15/2021 - 04/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B21-00684	GILMAN CHEESE CORPORATION	SHELF STABLE CHEESE FOR 2020-21 SY	NUTRITION SERVICES DEPARTMENT	13	35,840.00
B21-00685	1ST QUALITY PRODUCE, INC	PRODUCE FOR SCHOOL YEAR 2020-2021	NUTRITION SERVICES DEPARTMENT	13	135,000.00
B21-00686	RALEY'S BEL AIR NOB HILL FOODS	RALEY'S BLANKET	FOSTER YOUTH SERVICES PROGRAM	01	1,500.00
B21-00687	REGISTRY STEAKS & SEAFOOD LTD dba CHEESEWICH FACTORY	CHEESEWICH FOR SCHOOL YEAR 2020-21	NUTRITION SERVICES DEPARTMENT	13	71,884.80
B21-00688	PAUL BAKER PRINTING INC	STUDENT MEAL VERIFICATION ID CARDS (RE-OPENING)	NUTRITION SERVICES DEPARTMENT	01	40,000.00
B21-00689	EAN SERVICES, LLC	ATHLETIC TRANSPORTATION 20-21	ROSEMONT HIGH SCHOOL	01	7,000.00
B21-00690	PLASTIC CONNECTIONS, INC	PACKAGING/FILM FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	20,000.00
B21-00691	ALCO COVERS LLC	INSULATED RACK COVERS FOR FRZN TRANSPORT	NUTRITION SERVICES DEPARTMENT	13	20,000.00
B21-00692	Z SPECIALTY FOOD, LLC	TO PURCHASE HONEY FOR SCHOOL YEAR 2020-2021	NUTRITION SERVICES DEPARTMENT	13	13,200.00
B21-00693	FASTENAL CO	COVID SUPPLIES FOR FACILITIES	FACILITIES MAINTENANCE	01	60,000.00
B21-00694	JM ENVIRONMENTAL INC	RESTORATION AND ENVIRONMENTAL SERVICES	FACILITIES MAINTENANCE	01	25,000.00
B21-00695	CAMCO WINDING & SALES INC dba CULVER ARMATURE & MOTOR	COVID-19 REPAIRS AS NEEDED TO DISTRICT HVAC	FACILITIES MAINTENANCE	01	50,000.00
B21-00696	ALL WEST COACHLINES INC	ATHLETIC TRANSPORTATION 20-21	ROSEMONT HIGH SCHOOL	01	20,000.00
B21-00698	SAFIYA NEAL	SETTLEMENT OAH: 2018081147	SPECIAL EDUCATION DEPARTMENT	01	15,000.00
B21-00699	ALL CAL SERVICES LLC	PORTA POTTIES AND HANDWASH STATIONS	LUTHER BURBANK HIGH SCHOOL	01	1,500.00
B21-00700	CONTINENTAL ATHLETIC SUPPLY	RECONDITION FOOTBALL UNIFORM	LUTHER BURBANK HIGH SCHOOL	01	5,000.00
B21-00701	ALL WEST COACHLINES INC	TRANSPORTATION FOR ATHLETICS	LUTHER BURBANK HIGH SCHOOL	01	15,000.00
B21-00702	INDOOR ENVIRONMENTAL SERVICES FAMAND INC	COVID - HVAC DISINFECTIONS & TUNE-UPS	FACILITIES MAINTENANCE	01	530,000.00
B21-00703	JOHNSON CONTROLS INC	COVID - HVAC DISINFECTIONS & TUNE-UPS	FACILITIES MAINTENANCE	01	330,000.00
B21-00704	MSI MECHANICAL SYS	COVID - HVAC DISINFECTIONS & TUNE-UPS	FACILITIES MAINTENANCE	01	500,000.00
B21-00705	INTECH MECHANICAL COMPANY	COVID - HVAC DISINFECTIONS & TUNE-UPS	FACILITIES MAINTENANCE	01	475,000.00
B21-00706	ACCO ENGINEERED SYS INC	COVID - HVAC DISINFECTIONS AND TUNE-UPS	FACILITIES MAINTENANCE	01	550,000.00
B21-00707	AIRCO MECHANICAL INC	COVID - HVAC DISINFECTIONS & TUNE-UPS	FACILITIES MAINTENANCE	01	475,000.00

\*\*\* See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

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## Includes Purchase Orders dated 03/15/2021 - 04/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B21-00708	DANONE US, INC	TO PURCHASE SMOOTHIES FOR 2020-21 SY	NUTRITION SERVICES DEPARTMENT	13	24,000.00
B21-00709	BURTON LOVGREN dba LOVGREN AND ASSOCIATES	DISTRIBUTE SUPPLIES/EQUIP FOR RE-OPENING OF SCHOOL	NUTRITION SERVICES DEPARTMENT	01	25,286.67
B21-00710	EMRL INC	KAISER MARKETING_RESOURCE 9329	NEW SKILLS & BUSINESS ED. CTR	11	25,000.00
B21-00711	CAPPO MANAGEMENT XXXIX HARROLD FORD	N.S. TRUCK/VAN SERVICE & REPAIR	NUTRITION SERVICES DEPARTMENT	13	10,000.00
B21-00712	ZAJIC APPLIANCE SERVICE INC	WASHER/DRYER PARTS FOR KITCHEN EQUIPMENT	NUTRITION SERVICES DEPARTMENT	13	100.00
B21-00713	CHEF WORKS, INC	SMOCKS/COATS FOR CENTRAL KITCHEN PREP STAFF	NUTRITION SERVICES DEPARTMENT	13	8,000.00
B21-00714	PANERA BREAD CO	CATERING FOR COVID VACCINE CLINIC STAFF (CARES)	NUTRITION SERVICES DEPARTMENT	01	5,000.00
CHB21-00386	OFFICE DEPOT	BLANKET ORDER OFFICE DEPOT	LEATAATA FLOYD ELEMENTARY	01	10,000.00
CHB21-00387	OFFICE DEPOT	Instructional	NEW TECH	09	9,000.00
CHB21-00388	THE HOME DEPOT PRO	Custodial Supplies	NEW TECH	09	6,000.00
CHB21-00389	OFFICE DEPOT	OFFICE DEPOT-INSTRUCTIONAL SUPPLIES 2020/21	BRET HARTE ELEMENTARY SCHOOL	01	3,674.00
CHB21-00390	OFFICE DEPOT	HEERF OFFICE DEPOT CTE-(113902)	NEW SKILLS & BUSINESS ED. CTR	11	5,592.50
CHB21-00391	OFFICE DEPOT	SUPPLIES	CAPITAL CITY SCHOOL	01	7,299.54
CHB21-00392	OFFICE DEPOT	2020-21 OFFICE DEPOT #2	EDWARD KEMBLE ELEMENTARY	01	10,000.00
CHB21-00393	OFFICE DEPOT	OFFICE DEPOT 2020-21	STRATEGY & CONTINUOUS IMPRVMT	01	2,500.00
CHB21-00394	OFFICE DEPOT	BLANKET ORDER: OFFICE DEPOT SUPPLIES	EQUITY, ACCESS & EXCELLENCE	01	500.00
CHB21-00395	OFFICE DEPOT	OFFICE DEPOT 2020-21 SUPPLIES Title 1	JOHN MORSE THERAPEUTIC	01	1,800.00
CHB21-00396	OFFICE DEPOT	LCFFFR - SUPPLEMENTARY CLASSROOM SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	10,000.00
CHB21-00397	SCUSD - OFFICE DEPOT	SUPPLEMENTAL INSTRUCITONAL MATERIALS	ALBERT EINSTEIN MIDDLE SCHOOL	01	5,000.00
CS21-00262	MEDIC AMBULANCE	20-21 AMBULANCE SERVICE FOR FOOTBALL GAMES	HEALTH SERVICES	01	6,000.00
CS21-00263	EARTH MAMA HEALING INC	TUPE Provider Contract (Earth Mama) 20-21 FY	FOSTER YOUTH SERVICES PROGRAM	01	2,750.00
CS21-00264	PEOPLE REACHING OUT PRO YOUTH & FAMILIES INC	TUPE SUPPLEMENTAL PROVIDER 20-21 FY	FOSTER YOUTH SERVICES PROGRAM	01	2,250.00
CS21-00265	SACRAMENTO NATIVE AMERICAN HEA LTH CENTER	TUPE SUPPLEMENTAL PROVIDER 20-21 FY (SNAHC)	FOSTER YOUTH SERVICES PROGRAM	01	1,600.00

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ESCAPE ONLINE

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## Includes Purchase Orders dated 03/15/2021 - 04/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS21-00266	PARENT TEACHER HOME VISIT PROJ ECT INC	PTHV HYBRID TRAINING	PARENT ENGAGEMENT	01	4,675.00
CS21-00267	TEACHING STRATEGIES INC	CREATIVE CURRICULUM - PRESCHOOL	SPECIAL EDUCATION DEPARTMENT	01	29,872.50
CS21-00268	TEACHING STRATEGIES INC	QRIS-CREATIVE CURR TRNG - DORIS REESE	CHILD DEVELOPMENT PROGRAMS	12	12,630.00
CS21-00269	NORCAL SCHOOL OF THE ARTS	PERFORMING ARTS PROGRAM - NORCAL ARTS	WILLIAM LAND ELEMENTARY	01	450.00
CS21-00270	SPORTSENGINE INC	SPORTSENGINE ELEM. SPORTS PROGAM	EQUITY, ACCESS & EXCELLENCE	01	1,049.00
CS21-00271	WARREN CONSULTING ENGINEERS	0117-417 FKBK GREEN SPACE	FACILITIES SUPPORT SERVICES	21	16,170.00
CS21-00272	MACLEOD WATTS INC	GASB 75 ACTUARIAL VALUATION SVCS	RISK MANAGEMENT	01	28,750.00
CS21-00273	DEPARTMENT OF SOUND	2020-21 SUPPLEMENTAL PROVIDER	YOUTH DEVELOPMENT	01	780.00
CS21-00274	SACRAMENTO COUNTY OFFICE OF ED K12 CURRICULUM & INSTRUCTION	PD- HISTORY/SS	HIRAM W. JOHNSON HIGH SCHOOL	01	20,400.00
CS21-00275	WARREN CONSULTING ENGINEERS	0594-416 A WARREN MCCLASKEY PARKING LOT	FACILITIES SUPPORT SERVICES	21	68,880.00
CS21-00276	WARREN CONSULTING ENGINEERS	0144-401 HUBERT BANCROFT PLAYGROUND	FACILITIES SUPPORT SERVICES	21	29,190.00
CS21-00277	FRANKLIN COVEY CLIENT SALES	LEADER IN ME	SEQUOIA ELEMENTARY SCHOOL	01	32,830.62
CS21-00278	WENDI BEATTY	SEIS EOY 4 CALPADS SELPA TRAINING	SPECIAL EDUCATION DEPARTMENT	01	5,600.00
N21-00056	CAPITAL KIDS OCCUPATIONAL THER APY	AGENCY SERVICES (OT/SPEECH)	SPECIAL EDUCATION DEPARTMENT	01	4,400.00
P20-02411	LINCOLN AQUATICS	POOL COVERS FOR ROSEMONT HS	FACILITIES MAINTENANCE	01	13,003.16
P21-00187	CAROLINA BIOLOGICAL SUPPLY CO ACCT #121087	LPPA INSTRUCTIONAL FORENSIC SUPPLIES	C. K. McCLATCHY HIGH SCHOOL	01	272.42
P21-02207	AMAZON CAPITAL SERVICES	THERAPY MATERIALS	SUCCESS ACADEMY	01	429.66
P21-02208	PAMELA CAJUCOM	STUDENT SUPPORT SUPPLIES	JOHN D SLOAT BASIC ELEMENTARY	01	917.14
P21-02209	AMAZON CAPITAL SERVICES	AMAZON-WATER DISPENSER-ALL CLASSES	CHILD DEVELOPMENT PROGRAMS	12	747.00
P21-02210	INDEED, INC	NUTRITION SERVICES VACANCY POSTINGS	NUTRITION SERVICES DEPARTMENT	13	1,500.00
P21-02211	AMAZON CAPITAL SERVICES	LOW INCIDENCE VI	SPECIAL EDUCATION DEPARTMENT	01	815.41
P21-02212	AMAZON CAPITAL SERVICES	THERAPY MATERIALS	SUCCESS ACADEMY	01	1,001.71
P21-02213	AMAZON CAPITAL SERVICES	SEL/ATTENDANCE INCENTIVES	OAK RIDGE ELEMENTARY SCHOOL	01	518.34
P21-02214	OFFICE DEPOT	Furniture for front office	PHOEBE A HEARST BASIC ELEM.	01	428.14
P21-02215	GRAINGER INC	COVID Safety Protocol Supplies	RISK MANAGEMENT	01	2,370.27

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## Includes Purchase Orders dated 03/15/2021 - 04/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02216	BOOKS EN MORE	NOVELS-HOME LANGUAGES	HIRAM W. JOHNSON HIGH SCHOOL	01	778.75
P21-02217	ULINE	ULINE	LEATAATA FLOYD ELEMENTARY	01	794.74
P21-02218	SCHOLASTIC INC SCHOLASTIC MAGAZINES	SCHOLASTIC MAGAZINES-SPANISH	HIRAM W. JOHNSON HIGH SCHOOL	01	538.31
P21-02219	SCHOLASTIC INC SCHOLASTIC MAGAZINES	Novel Books Replacement Rm. 16	EARL WARREN ELEMENTARY SCHOOL	01	166.26
P21-02220	FOLLETT SCHOOL SOLUTIONS	FOLLETT - 2020-21- LIBRARY	KIT CARSON INTL ACADEMY	01	2,156.04
P21-02221	GOPHER SPORT	PE EQUIPMENT	PARKWAY ELEMENTARY SCHOOL	01	1,224.16
P21-02222	FOLLETT SCHOOL SOLUTIONS	EBOOKS & DIGITAL PATH TO THE STARS CAM JANSEN	JOHN H. STILL - K-8	01	20,007.77
P21-02223	SCUSD - US BANK CAL CARD	COVID-INST MTRLS - VEL BUCKINGHAM, RM K	CHILD DEVELOPMENT PROGRAMS	12	62.12
P21-02224	LINMOORE FENCING AND IRON WORKS	FENCE DAMAGE AT ROSA PARKS (VEHICLE CRASH)	FACILITIES MAINTENANCE	01	5,650.00
P21-02225	KS TELECOM INC	Wireless Access Points (WAPs) Installation Service	INFORMATION SERVICES	01	68,000.00
P21-02226	BOOKS EN MORE	ENGLISH DEPARTMENT WORKBOOK ORDER	AMERICAN LEGION HIGH SCHOOL	01	154.25
P21-02227	BOOKS EN MORE	BOOKS FOR CLASSROOM LIBRARY	HEALTH PROFESSIONS HIGH SCHOOL	01	576.69
P21-02228	BOOKS EN MORE	BOOKS FOR ENGLISH DEPARTMENT	ENGINEERING AND SCIENCES HS	01	5,568.54
P21-02229	BOOKS EN MORE	BOOKS FOR CLASSROOM-7TH-PROJECT READ	FERN BACON MIDDLE SCHOOL	01	685.61
P21-02230	BOOKS EN MORE	BOOKS FOR CLASSROOM-8TH-PROJECT READ	FERN BACON MIDDLE SCHOOL	01	1,437.62
P21-02231	JOE SUN & COMPANY	PHARM_LABCOATS_BOOKSTORE	NEW SKILLS & BUSINESS ED. CTR	11	792.91
P21-02232	JOE SUN & COMPANY	HVAC_UNIFORM_BOOKSTORE	NEW SKILLS & BUSINESS ED. CTR	11	250.49
P21-02233	JOE SUN & COMPANY	MA_SCRUBS_BOOKSTORE	NEW SKILLS & BUSINESS ED. CTR	11	1,257.37
P21-02234	JOHN MCMEEKIN	TREAT AS CONFIRMING - JOHN MCMEEKIN - REIMBURSEMENT	WEST CAMPUS	01	515.00
P21-02235	QIANRU HUANG	INSTRUCT MTLs REIM. TRI #3 - MS. HUANG	WILLIAM LAND ELEMENTARY	01	411.40
P21-02236	QIANRU HUANG	INSTRUCT MTLs REIM TRI #1 - MS. HUANG	WILLIAM LAND ELEMENTARY	01	198.74
P21-02237	ELAINE STALLWORTH	REIMBURSEMENT FOR E. STALLWORTH- CLASSROOM BOOKS	CALEB GREENWOOD ELEMENTARY	01	438.20
P21-02238	GARY BYRDSOON	PRYDE-REIMB 50/50 DIRT	LUTHER BURBANK HIGH SCHOOL	01	942.54

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## Includes Purchase Orders dated 03/15/2021 - 04/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02239	KNOX COMPANY	PADLOCKS PER FIRE MARSHALL (PURCHASING)	BUILDINGS & GROUNDS/OPERATIONS	01	392.59
P21-02240	D & P ENTERPRISES INC dba CRES CO	CULINARY CRESCO ORDER 2020 21	AMERICAN LEGION HIGH SCHOOL	01	1,925.35
P21-02241	CAROLINA BIOLOGICAL SUPPLY CO ACCT #121087	SCIENCE PURCHASE BREWER 2 CAROLINA	AMERICAN LEGION HIGH SCHOOL	01	1,990.13
P21-02242	OFFICE DEPOT	ENGLISH OFFICE DEPOT ORDER 2020 21	AMERICAN LEGION HIGH SCHOOL	01	1,554.74
P21-02243	PACIFIC OFFICE AUTOMATION	RISOGRAPH FOR SCHOOL USE	ALICE BIRNEY WALDORF - K-8	01	3,257.06
P21-02244	Earle M. Jorgensen Company	MANUFACTURING_CLASS MATERIALS	NEW SKILLS & BUSINESS ED. CTR	11	2,659.23
P21-02245	GOPHER SPORT	SUPPLEMENTAL MATERIALS PE	ALBERT EINSTEIN AFTER SCHOOL	01	1,132.97
P21-02246	MARKERBOARD PEOPLE	GUILLEN STUDENT BOARDS	O. W. ERLEWINE ELEMENTARY	01	276.00
P21-02247	SCHOLASTIC INC	SCHOLASTIC INC.	JOHN BIDWELL ELEMENTARY	01	2,837.81
P21-02248	N GLANTZ & SON	PRINTER CUTTING TOOL FOR SIGN SHOP	FACILITIES MAINTENANCE	01	3,342.88
P21-02249	VISTA PAINT CORP	TAXES FOR P20-03405 VISTA PAINT	FACILITIES MAINTENANCE	01	486.67
P21-02250	J P CUMMINGS INC	JOSTENS INVOICE	HEALTH PROFESSIONS HIGH SCHOOL	01	489.37
P21-02251	BATTERY SYSTEMS # 07	BATTERIES AND CORES FOR ELECTRIC CUST CART .	LUTHER BURBANK HIGH SCHOOL	01	998.91
P21-02252	Elysse Versher	EMPLOYEE REIMBURSEMENT - ELYSSE VERSHER	WEST CAMPUS	01	515.00
P21-02253	PACIFIC OFFICE AUTOMATION	RISO - Z CONTRACT	MATSUYAMA ELEMENTARY SCHOOL	01	425.00
P21-02254	READING AND LANGUAGE ARTS CENT ERS INC dba BRAINSRING	SAND FOR SONDAY LEARNING PROGRAM	SUCCESS ACADEMY	01	118.00
P21-02255	TOYOTA MATERIAL HANDLING NORTH ERN CALIFORNIA	MANUFACTURING_CLASS MATERIALS	NEW SKILLS & BUSINESS ED. CTR	11	929.81
P21-02256	TOYOTA MATERIAL HANDLING NORTH ERN CALIFORNIA	MANUFACTURING_CLASS MATERIALS	NEW SKILLS & BUSINESS ED. CTR	11	227.12
P21-02258	Wayland Lee	TENNIS - BALL MACHINE	WEST CAMPUS	01	1,762.81
P21-02259	STERICYCLE INC	TO SHRED OLD RECORDS	ALBERT EINSTEIN MIDDLE SCHOOL	01	410.00
P21-02260	TEACHERS DISCOVERY INC	SUPPLEMENTAL MATERIALS FOR SPANISH	ALBERT EINSTEIN AFTER SCHOOL	01	379.95
P21-02261	Xenith, LLC	INVOICE#INV0222363-FOOTBALL ALL HELMET RECONDITIONING	ROSEMONT HIGH SCHOOL	01	5,656.88
P21-02262	J P CUMMINGS INC	STUDENT AWARDS/GRADUATION	HIRAM W. JOHNSON HIGH SCHOOL	01	11,683.08

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02263	THE CREATIVE CO	LOOKOUT BOOKS	LEATAATA FLOYD ELEMENTARY	01	591.24
P21-02264	TEACHING STRATEGIES INC	QRIS-CREATIVE CURR BOOKS - DORIS REESE	CHILD DEVELOPMENT PROGRAMS	12	180,308.13
P21-02265	AMAZON CAPITAL SERVICES	ELEM. WEBSTER DICTIONARY/ THESAURUS	SUCCESS ACADEMY	01	391.00
P21-02266	AVF SYSTEMS INC	MONITORING SERVC FOR DISTRICT FIRE ALARMS	FACILITIES MAINTENANCE	01	3,006.25
P21-02267	AMAZON CAPITAL SERVICES	30 pack social distance stickers	THEODORE JUDAH ELEMENTARY	01	21.52
P21-02268	SYNTECH SYSTEMS INC	FUEL MASTER MAINTENANCE AS NEEDED	TRANSPORTATION SERVICES	01	600.00
P21-02269	SCUSD - US BANK CAL CARD	VOLLEYBALL NETS	WEST CAMPUS	01	587.23
P21-02270	WEST COAST ARBORISTS INC	TREE SERVICE - CROCKER/RIVERSIDE	FACILITIES MAINTENANCE	01	4,860.00
P21-02271	AMAZON CAPITAL SERVICES	CALCULATORS FOR STUDENT ACCESSIBILITY	ENGINEERING AND SCIENCES HS	01	276.30
P21-02272	AMAZON CAPITAL SERVICES	PBL BOOK FOR STAFF-2	O. W. ERLEWINE ELEMENTARY	01	429.60
P21-02273	CDW GOVERNMENT	HP ELITE X2 G4 12.3 CORE I5 8265U 16GB RAM 256 GB	JOHN H. STILL - K-8	01	54,280.18
P21-02274	HI LINE ELECTRIC CO	COVID - MATERIALS FOR TEMP LIGHT TOWERS -HJ/CKM	FACILITIES MAINTENANCE	01	4,195.14
P21-02275	CDW GOVERNMENT	CALCULATORS & HEADPHONES FOR STUDENT ACCESSIBILITY	ENGINEERING AND SCIENCES HS	01	4,071.38
P21-02276	ARC DOCUMENT SOLUTIONS LLC	COVID SIGN PACKAGES FOR ALL SITES	FACILITIES SUPPORT SERVICES	01	231,348.06
P21-02277	APPLE INC	MACBOOKS FOR IAS'S	ACADEMIC OFFICE	01	3,545.10
P21-02278	CDW GOVERNMENT	COMPUTER/TECHNOLOGY NEEDS -COVID FUNDING	FACILITIES SUPPORT SERVICES	01	24,654.20
P21-02279	CROWN LIFT TRUCKS	DOCK PLATES FOR CENTRAL KITCHEN DISTRIBUTION	NUTRITION SERVICES DEPARTMENT	21	5,116.87
P21-02280	BOUND TO STAY BOUND BOOKS INC	MIDDLE SCHOOL LIBRARY	JOHN H. STILL - K-8	01	7,334.82
P21-02281	BOUND TO STAY BOUND BOOKS INC	ELEMENTARY LIBRARY BOOKS	JOHN H. STILL - K-8	01	10,643.70
P21-02282	BOOKS EN MORE	MYP DP THE GREAT GATSBY	KIT CARSON INTL ACADEMY	01	831.94
P21-02283	BOOKS EN MORE	BOOKS FOR ENGLISH DEPARTMENT	ENGINEERING AND SCIENCES HS	01	716.01
P21-02284	FOLLETT SCHOOL SOLUTIONS	BOOKS FOR LIBRARY-PROJECT READ	FERN BACON MIDDLE SCHOOL	01	1,732.19
P21-02285	FOLLETT SCHOOL SOLUTIONS	LIBRARY BOOKS - SPRING SEMESTER	LUTHER BURBANK HIGH SCHOOL	01	1,025.20
P21-02286	SCHOOL OUTFITTERS DBA FAT CATA LOG	PE SUPPLIES	SUCCESS ACADEMY	01	151.02
P21-02287	THE HOME DEPOT PRO	FLOOR MACHINE	ROSEMONT HIGH SCHOOL	01	1,885.97

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02288	BLICK ART MATERIALS LLC	DP ART - BLICK SPRING	KIT CARSON INTL ACADEMY	01	793.53
P21-02289	SCHOOL SPECIALTY EDUCATION	STUDENT HEADPHONES	ROSEMONT HIGH SCHOOL	01	333.20
P21-02290	OFFICE DEPOT	Furniture for front office	PHOEBE A HEARST BASIC ELEM.	01	226.18
P21-02291	ORIENTAL TRADING CO	OTC INVOICE - CONFIRMING	HEALTH PROFESSIONS HIGH SCHOOL	01	1,225.73
P21-02292	TEACHER SYNERGY LLC dba TEACHE RS PAY TEACHERS	Cristo Rey CARES Act TPT Schoo Access	CONSOLIDATED PROGRAMS	01	3,993.75
P21-02293	THE HOME DEPOT PRO	FLAT BED CART FOR SPOM	A. M. WINN - K-8	01	415.87
P21-02294	AMAZON CAPITAL SERVICES	Cristo Rey Title II Amazon 2-3-21	CONSOLIDATED PROGRAMS	01	382.95
P21-02295	GEMA GODINA	CONFIRMING IPAD DOCUMENT CAMERA	WASHINGTON ELEMENTARY SCHOOL	01	107.66
P21-02296	AMAZON CAPITAL SERVICES	CLASSROOM STANDING DESK	HEALTH PROFESSIONS HIGH SCHOOL	01	978.60
P21-02297	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES FOR RSI (Ms, Johnson)	EARL WARREN ELEMENTARY SCHOOL	01	236.95
P21-02298	CDW GOVERNMENT	SURFACE PRO 5 POWER ADAPTER	HUMAN RESOURCE SERVICES	01	88.97
P21-02299	BOOKS EN MORE	HISTORY BOOKS FOR CLASS	SUTTER MIDDLE SCHOOL	01	2,567.32
P21-02300	AMAZON CAPITAL SERVICES	EQUIPMENT FOR WOODSHOP - HECKEY	SUTTER MIDDLE SCHOOL	01	344.36
P21-02301	AMAZON CAPITAL SERVICES	PE DEPARTMENT EQUIPMENT	ENGINEERING AND SCIENCES HS	01	739.94
P21-02302	AMAZON CAPITAL SERVICES	STUDENT SPORT EQUIPMENT	SUCCESS ACADEMY	01	370.55
P21-02303	CDW GOVERNMENT	COVID-19 - TECHNOLOGY COMPUTERS (CHROMEBOOKS)	BUILDINGS & GROUNDS/OPERATIONS	01	9,211.81
P21-02304	Air Systems Services d& Con In c	Cristo Rey CARES air filtration	CONSOLIDATED PROGRAMS	01	28,000.00
P21-02305	DOWNTOWN FORD	COVID - Risk Management	RISK MANAGEMENT	01	23,928.25
P21-02306	AMAZON CAPITAL SERVICES	THERAPY MATERIALS	SUCCESS ACADEMY	01	597.34
P21-02307	EDMENTUM INC	READING EGGS - PROGRAM LICENSE 2021-2022	EARL WARREN ELEMENTARY SCHOOL	01	2,850.00
P21-02308	B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO	LAW CAMERAS	HIRAM W. JOHNSON HIGH SCHOOL	01	6,283.01
P21-02309	IXL LEARNING INC	IXL MATH SUBSCRIPTION	HIRAM W. JOHNSON HIGH SCHOOL	01	54,300.00
P21-02310	CURRICULUM ASSOCIATES LLC	I-READY	JOHN BIDWELL ELEMENTARY	01	27,000.00
P21-02311	OFFICE DEPOT	REPLACEMENT BATTERY	SPECIAL EDUCATION DEPARTMENT	01	98.95
P21-02312	ENABLING DEVICES	LOW INCIDENCE ASSISTIVE TECH	SPECIAL EDUCATION DEPARTMENT	01	494.75
P21-02313	OFFICE DEPOT	COVID-STANDUP DESKS - DORIS REESE	CHILD DEVELOPMENT PROGRAMS	12	6,853.43

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## Includes Purchase Orders dated 03/15/2021 - 04/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02314	CENGAGE LEARNING	LPPA UP TO DATE BOOKS	C. K. McCLATCHY HIGH SCHOOL	01	15,841.25
P21-02315	OFFICE DEPOT	ENGLISH DEPT PRINTER PURCHASE	AMERICAN LEGION HIGH SCHOOL	01	243.48
P21-02316	OFFICE DEPOT	HP ENVY PRO 6455 ALL IN ONE PRINTER	JOHN BIDWELL ELEMENTARY	01	163.11
P21-02317	DR BRITE LLC	DR.BRITE WIPES - PRESCHOOL - HJ CD FEC - D.REESE	CHILD DEVELOPMENT PROGRAMS	12	7,327.00
P21-02318	LAKESHORE LEARNING	COVID-INST MTRLS - THERESA PEREZ, RM 26	CHILD DEVELOPMENT PROGRAMS	12	184.88
P21-02319	PACIFIC OFFICE AUTOMATION	SCHOOL RISO REPLACEMENTS	CAROLINE WENZEL ELEMENTARY	01	6,644.13
P21-02320	PACIFIC OFFICE AUTOMATION	REPLACEMENT RISO MACHINE FOR STUDENT COPIES	PONY EXPRESS ELEMENTARY SCHOOL	01	3,257.06
P21-02321	NEARPOD INC	FLOCABULARY	MARK TWAIN ELEMENTARY SCHOOL	01	2,600.00
P21-02322	PACIFIC OFFICE AUTOMATION	RISO INK/CLASSROOM DUPLICATION	HUBERT H BANCROFT ELEMENTARY	01	280.58
P21-02323	SCUSD - US BANK CAL CARD	CAL CARD FEBRUARY - ELIZABETH RAMOS	HEALTH PROFESSIONS HIGH SCHOOL	01	43.07
P21-02324	TEACHERS DISCOVERY INC	SPED TEACHERDISCOVERY.COM PURCHASE	AMERICAN LEGION HIGH SCHOOL	01	1,007.70
P21-02325	TEACHER SYNERGY LLC dba TEACHE RS PAY TEACHERS	TPT SCHOOL ACCESS SUBSCRIPTION	HIRAM W. JOHNSON HIGH SCHOOL	01	6,600.00
P21-02326	SDI INNOVATIONS INC dba SCHOOL DATEBOOKS	Student Planners to support students	GENEVIEVE DIDION ELEMENTARY	01	1,398.68
P21-02327	SWEETWATER MUSIC INSTRUMENTS & PRO AUDIO	Drama / Leadership Teacher	CALIFORNIA MIDDLE SCHOOL	01	11,203.79
P21-02328	WAYSIDE PUBLISHING	SPANISH DIGITAL RESOURCE - WAYSIDE PUBLISHING	HIRAM W. JOHNSON HIGH SCHOOL	01	59,425.38
P21-02329	TIMS MUSIC	MUSIC CLASS SUPPLIES	A. M. WINN - K-8	01	1,270.86
P21-02330	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLY	CESAR CHAVEZ INTERMEDIATE	01	3,249.32
P21-02331	AMAZON CAPITAL SERVICES	GUILLEN STEM PROJECT SUPPLIES	O. W. ERLEWINE ELEMENTARY	01	76.36
P21-02332	AMAZON CAPITAL SERVICES	WIRELESS HEADSETS WITH MIC FOR PE TEACHERS	WILL C. WOOD MIDDLE SCHOOL	01	193.56
P21-02333	AMAZON CAPITAL SERVICES	2000 pcs bulk face masks	THE MET	09	456.68
P21-02334	AMAZON CAPITAL SERVICES	NON LOW INCIDENCE AT	SPECIAL EDUCATION DEPARTMENT	01	763.41
P21-02335	AMAZON CAPITAL SERVICES	Ipevo Do-Cam Document Camera	THE MET	09	2,384.93
P21-02336	AMAZON CAPITAL SERVICES	NON LOW INCIDENCE AT	SPECIAL EDUCATION DEPARTMENT	01	43.45

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02337	CDW GOVERNMENT	COVID - Monitors	INFORMATION SERVICES	01	417,593.75
P21-02338	J. Sweigart Inc BDJtech	COVID - Tripods	INFORMATION SERVICES	01	108,750.00
P21-02339	SCUSD - US BANK CAL CARD	NON LOW INCIDENCE AT	SPECIAL EDUCATION DEPARTMENT	01	3,940.50
P21-02340	APPLE INC	ACCESSORIES FOR DISTRICT CELL PHONE	BUSINESS SERVICES	01	192.38
P21-02341	SCUSD - US BANK CAL CARD	LOW INCIDENCE ASSIST TECH	SPECIAL EDUCATION DEPARTMENT	01	800.00
P21-02342	HARDWOODS INC TIM HICKS	COVID 19 - DOOR STOPS FOR SITES	FACILITIES MAINTENANCE	01	3,358.35
P21-02343	EDCLUB INC	LOW INCIDENCE ASSIST TECH	SPECIAL EDUCATION DEPARTMENT	01	254.36
P21-02344	DELTA WIRELESS INC	RADIO & BATTERY REPLACEMENTS FOR SECURITY PURPOSES	ENGINEERING AND SCIENCES HS	01	624.00
P21-02345	DELTA WIRELESS INC	PURCHASE WALKIE-TALKIE ANTENNAS AND BATTERIES	ABRAHAM LINCOLN ELEMENTARY	01	411.78
P21-02346	TEACHERS CURRICULUM INSTITUTE	TCI PROGRAM 2 year	ACADEMIC OFFICE	01	1,761,739.00
P21-02347	OFFICE DEPOT	PRINTERS FOR SECURITY AND CIVIC PERMIT OFFICE	FACILITIES SUPPORT SERVICES	01	608.98
P21-02348	OFFICE DEPOT	TPP_ DREAMBOARDS	SPECIAL EDUCATION DEPARTMENT	01	286.18
P21-02349	OFFICE DEPOT	SUPPLIES FOR COVID 19 READINESS CHECKLIST	WILL C. WOOD MIDDLE SCHOOL	01	231.42
P21-02350	OFFICE DEPOT	INK - FRANCHINE JONES, RM K3	CHILD DEVELOPMENT PROGRAMS	12	132.64
P21-02351	FLINN SCIENTIFIC INC	SUPPLIES FOR SCIENCE DEPARTMENT	ENGINEERING AND SCIENCES HS	01	3,863.26
P21-02352	DISCOUNT SCHOOL SUPPLY	COVID-INST MTRLS - FRANCHINE JONES & AMY R	CHILD DEVELOPMENT PROGRAMS	12	335.89
P21-02353	BLICK ART MATERIALS LLC	McCASLIN - ART SUPPLIES FOR 8TH GRD	A. M. WINN - K-8	01	293.60
P21-02354	INCLUSIVE TLC	LOW INCIDENCE ASSIST TECH	SPECIAL EDUCATION DEPARTMENT	01	5,054.25
P21-02355	GOPHER SPORT	PE EQUIPMENT	A. M. WINN - K-8	01	2,109.21
P21-02356	LAKESHORE LEARNING MATERIALS	COVID-INST MTRLS - FRANCHINE JONES/AMY RONSHEIMER	CHILD DEVELOPMENT PROGRAMS	12	1,583.67
P21-02357	S&S WORLDWIDE INC	BALL STORAGE/PLAYGROUND EQUIPMENT	JOHN D SLOAT BASIC ELEMENTARY	01	212.05
P21-02358	LAKESHORE LEARNING MATERIALS	COVID-INST MTRLS - CHARLOTTE BIER	CHILD DEVELOPMENT PROGRAMS	12	211.54
P21-02359	PACIFIC OFFICE AUTOMATION	SUPPLIES FOR RISO FOR INSTRUCTIONAL USE	PETER BURNETT ELEMENTARY	01	170.74
P21-02360	SCHOOL OUTFITTERS DBA FAT CATA LOG	STUDENT HEADPHONES W/MIC	WEST CAMPUS	01	2,379.34
P21-02361	JAMF HOLDINGS INC	JAMF SCHOOL LIFETIME LICENSE - SPED	SPECIAL EDUCATION DEPARTMENT	01	2,854.69

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02362	THE HOME DEPOT PRO	Cristo Rey CARES Cleaning supplies Home Depot	CONSOLIDATED PROGRAMS	01	2,772.91
P21-02363	SCHOOL SPECIALTY EDUCATION	PERSONAL PA'S PE DEPARTMENT	ALBERT EINSTEIN MIDDLE SCHOOL	01	758.82
P21-02364	SCHOOL SPECIALTY EDUCATION	RSP MATERIALS	BOWLING GREEN ELEMENTARY	09	216.51
P21-02365	Wilson Language Training Corp.	SPED CURRICULUM	MARTIN L. KING JR ELEMENTARY	01	906.79
P21-02366	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	WJ-IV FORM A & ONLINE SCORING	SPECIAL EDUCATION DEPARTMENT	01	10,685.81
P21-02367	Spotify USA, Inc	Soundtrap	ACADEMIC OFFICE	01	1,135.00
P21-02368	CLAUDIA ALFARO	STAFF/ADMIN ITEMS	JOHN D SLOAT BASIC ELEMENTARY	01	472.50
P21-02369	Department of Sound	Department of Sound	ACADEMIC OFFICE	01	14,480.00
P21-02370	BLUE BEAT DIGITAL LLC	COVID Safety Protocol Staff	RISK MANAGEMENT	01	2,495.81
P21-02371	FOLLETT SCHOOL SOLUTIONS	A.Lincoln Library March 2021 GRATIS Cataloging	LIBRARY/TEXTBOOK SERVICES	01	3,012.06
P21-02372	EAST BAY RESTAURANT	REFERS FOR SCHOOL SITE KITCHENS (RE-OPENING)	NUTRITION SERVICES DEPARTMENT	13	22,839.11
P21-02373	GRAPHIC PROMOTIONS	UNIFORM SHIRTS FOR MULTI SITE SPRVSR (NEW HIRE)	NUTRITION SERVICES DEPARTMENT	13	290.37
P21-02374	BOOKS EN MORE	BOOKS FOR SEL AND UDL PD	ENGINEERING AND SCIENCES HS	01	289.74
P21-02375	CURRICULUM ASSOCIATES LLC	READY CLASSROOM MATH	H.W. HARKNESS ELEMENTARY	01	6,569.53
P21-02376	GARY BYRDSONG	PRYDE-REIMB 50/50 DIRT	LUTHER BURBANK HIGH SCHOOL	01	53.25
P21-02377	MT LIBRARY SERVICES JUNIOR LIB RARY GUILD	JLG	JOHN H. STILL - K-8	01	1,014.75
P21-02378	C.L. Smith Trucking, Inc	INFIELD MIX FOR SOFTBALL FIELD	LUTHER BURBANK HIGH SCHOOL	01	4,736.06
P21-02379	PACIFIC OFFICE AUTOMATION	RISO AGREEMENT RZ220 20-21	LEONARDO da VINCI ELEMENTARY	01	425.00
P21-02380	ULINE	PEER MEDIATOR SAFETY VESTS	JOHN D SLOAT BASIC ELEMENTARY	01	172.36
P21-02381	PACIFIC OFFICE AUTOMATION	REPLACE OUTDATED RISO	HIRAM W. JOHNSON HIGH SCHOOL	01	3,257.06
P21-02382	PRAXIS TESTING STRATEGIES	St. Francis CARES ACT COVID testing	CONSOLIDATED PROGRAMS	01	11,900.00
P21-02383	WENGER CORP	CHOIR ROOM RACK	HIRAM W. JOHNSON HIGH SCHOOL	01	1,076.08
P21-02384	ZONAR SYSTEMS INC	GPS IGNITION RENEWAL FOR NS VEHICLES	NUTRITION SERVICES DEPARTMENT	13	7,393.89
P21-02385	NATIONAL COUNCIL FOR BEHAVIORAL HEALTH	YMHFA ONLINE TRAINING MODULE	*SEE DELIVERY ADDRESS BELOW*	01	150.00
P21-02386	SCUSD - US BANK CAL CARD	WIRELESS HEADSETS WITH MIC FOR PE TEACHERS	WILL C. WOOD MIDDLE SCHOOL	01	217.48
P21-02387	APPLE INC	MACBOOKS FOR CLASSROOM INSTRUCTION-SUPP TECH	FERN BACON MIDDLE SCHOOL	01	46,061.79

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## Includes Purchase Orders dated 03/15/2021 - 04/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02388	AMAZON CAPITAL SERVICES	PROJECTRO SCREEN & SPEAKER FOR SEL ACTIVITES	ENGINEERING AND SCIENCES HS	01	565.76
P21-02389	C R LAURENCE CO	WINDOW SCREENS CLEAN AIR - COVID	FACILITIES MAINTENANCE	01	1,672.17
P21-02390	Five Star Quality Mfg Corp Rol ler Star USA	COVID-19 ROLL-UP SHUTTER DRIVES FOR VARIOUS SITES	FACILITIES MAINTENANCE	01	5,441.01
P21-02391	PACIFIC OFFICE AUTOMATION	2021-22 RISO SERVICE AGREEMENT	SUSAN B. ANTHONY ELEMENTARY	01	425.00
P21-02392	PACIFIC OFFICE AUTOMATION	RISO UPGRADE	SUSAN B. ANTHONY ELEMENTARY	01	3,257.06
P21-02393	LAKESHORE LEARNING MATERIALS	BV/MY LAKESHORE	WOODBINE ELEMENTARY SCHOOL	01	1,059.69
P21-02394	MARKERBOARD PEOPLE	BV/MY/CT MARKERBOARD	WOODBINE ELEMENTARY SCHOOL	01	622.46
P21-02395	PASCO SCIENTIFIC INC	SCIENCE SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	498.08
P21-02396	FLINN SCIENTIFIC INC	SCIENCE SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	922.09
P21-02397	ARBOR SCIENTIFIC	SCIENCE SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	339.43
P21-02398	THE HOME DEPOT PRO	REQUIRED PPE - FACIAL TISSUE FOR SITES	FACILITIES SUPPORT SERVICES	01	6,277.70
P21-02399	GOPHER SPORT	CAVIN - SDC MOVEMENT CLASS	A. M. WINN - K-8	01	1,843.73
P21-02400	MyBinding, LLC	MLB BINDING MACHINE AND EQUIPMENT	A. M. WINN - K-8	01	804.89
P21-02401	International E-Z UP, Inc.	EZ-UPS FOR OUTSIDE CLASSROOM	A. M. WINN - K-8	01	4,598.79
P21-02402	BRIGHT WHITE PAPER CO	WELCOMING SCHOOL SUPPLIES	SUSAN B. ANTHONY ELEMENTARY	01	4,156.73
P21-02403	LAKESHORE LEARNING MATERIALS	AO/LAKESHORE	WOODBINE ELEMENTARY SCHOOL	01	622.58
P21-02404	HIGH NOON BOOKS	SCIENCE MATERIALS	HIRAM W. JOHNSON HIGH SCHOOL	01	212.21
P21-02405	MORGAN-NELS INDUSTRIAL SUPPLY	COVID-19 ALUMINUM FRAMING FOR PLEXIGLASS	FACILITIES MAINTENANCE	01	19,248.75
P21-02406	THE HOME DEPOT PRO	COVID-19 - SPRAY BOTTLE/TRIGGER SPRAYER	BUILDINGS & GROUNDS/OPERATIONS	01	4,078.13
P21-02407	JM ENVIRONMENTAL INC	ASBESTOS ABATEMENT TILE & MASTIC @ PACIFIC	FACILITIES MAINTENANCE	01	5,327.00
P21-02408	SCUSD - US BANK CAL CARD	CJA RADIO ANTENNA SUPPLIES	C. K. McCLATCHY HIGH SCHOOL	01	3,477.26
P21-02409	ELITE STORAGE CONTAINERS LLC	COVID-19 SERNA STORAGE CONTAINERS	FACILITIES MAINTENANCE	01	2,380.00
P21-02410	TAP PLASTICS INC	FREESTANDING HEATERS FOR PLASTIC SHIELDS - COVID	FACILITIES MAINTENANCE	01	641.63

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## Includes Purchase Orders dated 03/15/2021 - 04/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02411	ADI	MATERIALS AS NEEDED FOR SUMMER WORK	FACILITIES MAINTENANCE	01	7,657.28
P21-02412	NATIONAL TIME & SIGNAL CORP	CLASSROOM CLOCKS FOR VARIOUS SITES	FACILITIES MAINTENANCE	01	8,858.88
P21-02413	GRAINGER INC	COVID-19 - MARKING TAPE	BUILDINGS & GROUNDS/OPERATIONS	01	12,071.25
P21-02414	GRAINGER INC	COVID-19 - MASKING TAPE, PAPER	BUILDINGS & GROUNDS/OPERATIONS	01	6,834.94
P21-02415	GRAINGER INC	COVID-19 - BARRICADE TAPE, CAUTION	BUILDINGS & GROUNDS/OPERATIONS	01	6,753.38
P21-02416	GRAINGER INC	COVID-19 - BARRICADE TAPE	BUILDINGS & GROUNDS/OPERATIONS	01	6,758.82
P21-02417	NORMAN WRIGHT MECHANICAL EQUIP	COVID-19 EXHAUST FAN FOR NEW SANITIZING MACHINE	FACILITIES MAINTENANCE	01	902.36
P21-02418	Academic Health Plans, Inc	Academic Health Plans, Inc. - Concussion Insurance	EQUITY, ACCESS & EXCELLENCE	01	19,050.00
P21-02419	AMAZON CAPITAL SERVICES	STUDENT HEADPHONES	JOHN D SLOAT BASIC ELEMENTARY	01	617.43
P21-02420	AMAZON CAPITAL SERVICES	FLEXISPOT STAND UP DESK	HIRAM W. JOHNSON HIGH SCHOOL	01	282.73
P21-02421	STEWART SIGNS	NEW MARQUEE	TAHOE ELEMENTARY SCHOOL	01	5,025.00
P21-02422	AMAZON CAPITAL SERVICES	Physical Education Equipment	EARL WARREN ELEMENTARY SCHOOL	01	280.54
P21-02423	AMAZON CAPITAL SERVICES	ATHLETICS- INFLATABLE SCREEN	HIRAM W. JOHNSON HIGH SCHOOL	01	228.32
P21-02424	AMAZON CAPITAL SERVICES	MACBOOK COVERS	JOHN D SLOAT BASIC ELEMENTARY	01	485.85
P21-02425	AIR FILTER SUPPLY	COVID-19 - AIR FILTERS FOR 98 SITES	FACILITIES MAINTENANCE	01	135,733.22
P21-02426	AIR FILTER SUPPLY	COVID 19 - INSTALLATION OF FILTERS @ 98 SITES	FACILITIES MAINTENANCE	01	83,000.00
P21-02427	UPTOWN STUDIOS INC	PLAYGROUND AND FIELD SIGNS	FACILITIES SUPPORT SERVICES	01	7,324.31
P21-02428	REFRIGERATION SUPPLIES DIST	INDOOR AIR QUALITY DATA LOGGER	FACILITIES SUPPORT SERVICES	01	161,820.00
P21-02429	MERCHBRO INC	WRISTBANDS FOR THE JFK 2021 GRADUATION	JOHN F. KENNEDY HIGH SCHOOL	01	1,098.26
P21-02430	RENAISSANCE LEARNING INC	ACCELERATED READING PROGRAM	CROCKER/RIVERSIDE ELEMENTARY	01	7,558.90
P21-02431	POSMICRO.COM	BARCODE SCANNER FOR TEXTBOOKS AND LIBRARY BOOKS	ABRAHAM LINCOLN ELEMENTARY	01	145.51
P21-02432	BOOKS EN MORE	LAW- SUPPLEMENTAL BOOKS	HIRAM W. JOHNSON HIGH SCHOOL	01	1,467.04
P21-02433	LAKESHORE LEARNING MATERIALS	COVID-INST MTLs - MELANIE LOR, RM 2	CHILD DEVELOPMENT PROGRAMS	12	2,272.53
P21-02434	THE HOME DEPOT PRO	COVID-19 TESTING - ALCOHOL WIPES	HEALTH SERVICES	01	4,463.10

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02435	BOOKS EN MORE	LAW SUPPLEMENTAL TEXT	HIRAM W. JOHNSON HIGH SCHOOL	01	3,328.55
P21-02436	BOOKS EN MORE	MH GRANT BOOKS FOR STAFF AND STUDENTS	HEALTH PROFESSIONS HIGH SCHOOL	01	2,975.36
P21-02437	LEARNING A-Z	LEARNING A-Z READING SUPPORT	CESAR CHAVEZ INTERMEDIATE	01	664.85
P21-02438	AMAZON CAPITAL SERVICES	LAW- GAMES AND SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	2,026.94
P21-02439	OFFICE DEPOT	LAW- DOCKING STATION	HIRAM W. JOHNSON HIGH SCHOOL	01	52.19
P21-02440	SCUSD - US BANK CAL CARD	CALCARD R-CONFIRMING REQ-GIZMO SOFTWARE	JOHN MORSE THERAPEUTIC	01	875.00
P21-02441	A1 TRADING CO	HMS- ACADEMY SHIRTS	HIRAM W. JOHNSON HIGH SCHOOL	01	1,530.66
P21-02442	WINKING FOX PRODUCTIONS LLC	LAW- QUIZ GAME BUZZERS	HIRAM W. JOHNSON HIGH SCHOOL	01	613.73
P21-02443	SOFTWARE 4 SCHOOLS	JCBA- STUDENT STORE SOFTWARE	HIRAM W. JOHNSON HIGH SCHOOL	01	575.00
P21-02444	AMAZON CAPITAL SERVICES	LAW- OCULUS RIFT	HIRAM W. JOHNSON HIGH SCHOOL	01	325.16
P21-02445	AMAZON CAPITAL SERVICES	LAW- INSTRUCTIONAL MATERIALS	HIRAM W. JOHNSON HIGH SCHOOL	01	173.96
P21-02446	AMAZON CAPITAL SERVICES	COVID-19 TESTING - BARCODE SCANNERS	HEALTH SERVICES	01	1,210.86
P21-02447	AMAZON CAPITAL SERVICES	PEACE PROJECT APPLE TV 4K ADAPTERS	JOHN MORSE THERAPEUTIC	01	1,751.94
P21-02448	AMAZON CAPITAL SERVICES	WELLNESS ITEMS FOR STUDENT SUPPORT	HEALTH PROFESSIONS HIGH SCHOOL	01	744.49
P21-02449	CDW GOVERNMENT	TRANSITION PARTNERSHIP PROGRAM	SPECIAL EDUCATION DEPARTMENT	01	1,093.10
P21-02450	CDW GOVERNMENT	COMPUTER FOR MANUFACTURING PRGM	NEW SKILLS & BUSINESS ED. CTR	11	1,938.38
P21-02451	CDW GOVERNMENT	CASH DRAWERS FOR THE STUDENT STORE	JOHN F. KENNEDY HIGH SCHOOL	01	241.14
P21-02452	TITANUS TECHNOLOGIES LLC dba T ITAN COMPUTERS	GRAPHIC DESIGN PC FOR CREATING COVID SIGNS	FACILITIES MAINTENANCE	01	2,381.63
P21-02453	APPLE INC	APPLE TV HD	HIRAM W. JOHNSON HIGH SCHOOL	01	162.04
P21-02455	Onan Capital Inc.	COVID - Protocol Supplies	RISK MANAGEMENT	01	42,151.50
P21-02456	BLUE BEAT DIGITAL LLC	COVID - Protocol Safety Supplies	RISK MANAGEMENT	01	93,874.99
P21-02457	RUDERMAN & KNOX LLP	SETTLEMENT REIMBURSEMENT OAH 2020060079	SPECIAL EDUCATION DEPARTMENT	01	8,490.00
P21-02459	APPLE INC	IPADS FOR COVID-19 TESTING	INTEGRATED COMMUNITY SERVICES	01	4,162.35
P21-02460	CDW GOVERNMENT	DOCUMENT CAMERA & LCD PROJECTORS	LUTHER BURBANK HIGH SCHOOL	01	5,473.91

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## Includes Purchase Orders dated 03/15/2021 - 04/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02461	APPLE INC	ASSISTIVE TECHNOLOGY -NON LI	SPECIAL EDUCATION DEPARTMENT	01	716.41
P21-02462	CDW GOVERNMENT	HP DISPLAY MONITORS	WOODBINE ELEMENTARY SCHOOL	01	1,204.50
P21-02463	APPLE INC	LOW INCIDENCE AT	SPECIAL EDUCATION DEPARTMENT	01	829.16
P21-02464	ZOHO CORPORATION	ManageEngine OpManager Enterprise, 3/6/21 - 3/5/22	INFORMATION SERVICES	01	7,095.00
P21-02465	ZYTECH SOLUTIONS INC	CHROMEBOOK REPAIRS	MARTIN L. KING JR ELEMENTARY	01	106.27
P21-02466	CDW GOVERNMENT	CLASSROOM TECHNOLOGY	CALIFORNIA MIDDLE SCHOOL	01	25,165.90
P21-02467	CDW GOVERNMENT	LAPTOPS FOR STAFF	MATSUYAMA ELEMENTARY SCHOOL	01	38,985.64
P21-02468	CDW GOVERNMENT	DOCUMENT CAMERAS FOR TEACHERS	MATSUYAMA ELEMENTARY SCHOOL	01	6,013.88
P21-02469	CDW GOVERNMENT	ALL IN ONE PRINTERS	HIRAM W. JOHNSON HIGH SCHOOL	01	1,252.03
P21-02470	APPLE INC	I-PADS FOR NEW BD MEMBERS PHILLIPS & VILLA	BOARD OF EDUCATION	01	1,368.08
P21-02471	APPLE INC	APPLE IPAD TECH. TO ENHANCE KN CLASSROOM LEARNING	ROSA PARKS MIDDLE SCHOOL	01	20,136.25
P21-02472	AMS.NET INC FREMONT BANK	4 NEW CISCO PHONES + 12 MTHS LICENSING	A. M. WINN - K-8	01	1,003.33
P21-02473	PERLMUTTER PURCHASING POWER	CAMERAS FOR SITE	SUCCESS ACADEMY	01	3,310.80
P21-02474	CDW GOVERNMENT	DOCUMENT CAMERAS FOR CLASSROOMS	CROCKER/RIVERSIDE ELEMENTARY	01	744.52
P21-02475	CDW GOVERNMENT	CHROMEBOOKS & CARTS FOR STUDENTS-2ND GRADE	CAMELLIA BASIC ELEMENTARY	01	18,164.61
P21-02476	APPLE INC	TECHNOLOGY FOR INSTRUCTION	HIRAM W. JOHNSON HIGH SCHOOL	01	8,660.10
P21-02477	APPLE INC	SUPERINTENDENT'S IPAD	SUPERINTENDENTS OFFICE	01	408.16
P21-02478	OFFICE DEPOT	TEACHER/STUDENT SUPPLIES	JOHN D SLOAT BASIC ELEMENTARY	01	5,613.51
P21-02479	OFFICE DEPOT	WIOA TITLE I-RSS_OFFICE DEPOT	NEW SKILLS & BUSINESS ED. CTR	11	324.06
P21-02480	OFFICE DEPOT	CJA RADIO EQUIP CASE	C. K. McCLATCHY HIGH SCHOOL	01	340.61
P21-02481	OFFICE DEPOT	DRY ERASE WHITEBOARD	BUSINESS SERVICES	01	111.46
P21-02482	TREETOP PRODUCTS	SAFE SCHOOL ENVIRONMENT TABLES	SUSAN B. ANTHONY ELEMENTARY	01	7,792.95
P21-02483	GRAINGER INC	EXTERIOR LIGHTING	ROSEMONT HIGH SCHOOL	01	1,717.54
P21-02484	BOOKS EN MORE	BOOKS FOR CLASSROOM LIBRARY-O'CUDDHEY	HEALTH PROFESSIONS HIGH SCHOOL	01	431.65
P21-02485	GRAINGER INC	DO NOT ENTER TAPE	ROSEMONT HIGH SCHOOL	01	205.42
P21-02486	BOOKS EN MORE	MH GRANT BOOKS FOR STAFF AND STUDENTS	HEALTH PROFESSIONS HIGH SCHOOL	01	6,032.19

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02487	JUDY YIMITING WONG dba TOPS PE N CO	PBIS STUDENT MATERIALS	HIRAM W. JOHNSON HIGH SCHOOL	01	2,692.36
P21-02488	THE HOME DEPOT PRO	CSI KITS FOR CJA STUDENTS	C. K. McCLATCHY HIGH SCHOOL	01	74.11
P21-02489	TEACHERS DISCOVERY INC	INSTRUCTIONAL MATERIALS	ALBERT EINSTEIN MIDDLE SCHOOL	01	187.16
P21-02490	B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO	JCBA- PHOTO/VIDEO SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	6,604.51
P21-02491	GREENFIELD LEARNING INC	LEXIA SUBSCRIPTION	O. W. ERLEWINE ELEMENTARY	01	11,900.00
P21-02492	CURRICULUM ASSOCIATES LLC	IREADY 3 YEAR LICENSE	PARKWAY ELEMENTARY SCHOOL	01	63,466.20
P21-02493	HOUGHTON MIFFLIN HARCOURT	20-21 READ 180 UNIVERSAL	WILL C. WOOD MIDDLE SCHOOL	01	3,600.00
P21-02494	KOMBAT SOCCER INC	**CONFIRMING*** VOLLEYBALL UNIFORMS	ALBERT EINSTEIN MIDDLE SCHOOL	01	689.60
P21-02495	KOMBAT SOCCER INC	***CONFIRMING*** SOCCER AND BASKEGBALL UNIFORMS	ALBERT EINSTEIN MIDDLE SCHOOL	01	3,480.33
P21-02496	XENITH LLC	FOOTBALL HELMETS	HIRAM W. JOHNSON HIGH SCHOOL	01	7,350.00
P21-02497	LAZEL INC dba LEARNING A-Z	LEARNING A-Z LICENSE ORDER FORM	JOHN BIDWELL ELEMENTARY	01	4,433.00
P21-02498	Real Team Sports INC	VOLLEYBALL SUPPLIES	ALBERT EINSTEIN MIDDLE SCHOOL	01	870.86
P21-02499	BigSigns.com, Inc	JCBA- PRINTING MATERIAL	HIRAM W. JOHNSON HIGH SCHOOL	01	7,082.27
P21-02500	ANDYMARK INC	ROBOTICS ACCESSORIES	ALBERT EINSTEIN MIDDLE SCHOOL	01	1,401.37
P21-02501	D & P ENTERPRISES INC dba CRES CO	SHELF COVERS FOR TABLES @COVID EXP. @S. SINGER	CAREER & TECHNICAL PREPARATION	01	1,041.83
P21-02502	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	NOVEL SET FOR CLASSROOM	OAK RIDGE ELEMENTARY SCHOOL	01	528.68
P21-02503	CDW GOVERNMENT	C2G 6ft USB C to HDMI Adapter Cable - Hybrid CRoom	INFORMATION SERVICES	01	67,968.75
P21-02504	EUGSON WONG dba JOE SUN & CO	LAW-UNIFORMS	HIRAM W. JOHNSON HIGH SCHOOL	01	13,001.57
P21-02505	BOOKS EN MORE	CONSTRUCTION PROGRAM TEXTBOOKS @ALHS -DANIEL CACHO	CAREER & TECHNICAL PREPARATION	01	12,049.06
P21-02506	QUADIANT INC	QUADIANT INVOICES - CONFIRMING	HEALTH PROFESSIONS HIGH SCHOOL	01	488.23
P21-02507	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	SCHOLASTIC CLASSROOM MAGAZINES	LUTHER BURBANK HIGH SCHOOL	01	1,494.59
P21-02508	AMAZON CAPITAL SERVICES	CLASSROOM STORAGE SUPPLIES - MELTVEDT	HEALTH PROFESSIONS HIGH SCHOOL	01	87.61
P21-02509	AMAZON CAPITAL SERVICES	30 pack social distance stickers	THEODORE JUDAH ELEMENTARY	01	127.70
P21-02510	SCUSD - US BANK CAL CARD	SOFAS FOR STUDENT SUPPORT CENTER	HIRAM W. JOHNSON HIGH SCHOOL	01	2,168.48

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## Includes Purchase Orders dated 03/15/2021 - 04/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02511	ADVANCED MULTIMEDIA DEVICES IN C	NON LOW INCIDENCE -AAC	SPECIAL EDUCATION DEPARTMENT	01	1,410.75
P21-02512	ADVANCED MULTIMEDIA DEVICES IN C	NON LOW INCIDENCE AT	SPECIAL EDUCATION DEPARTMENT	01	309.94
P21-02513	DOWNTOWN FORD	DOWNTOWN FORD - 8 PASS VANS	TRANSPORTATION SERVICES	01	347,204.29
P21-02514	SOUTHPAW ENTERPRISES	LOW INCIDENCE AAC	SPECIAL EDUCATION DEPARTMENT	01	395.83
P21-02515	THE LIBRARY STORE INC dba VERN ON LIBRARY SUPPLIES	BOOK SAVERS BOOK COVERS	JOHN H. STILL - K-8	01	459.47
P21-02516	MULLER SPORTS	ATHLETIC OFFICIALS SPRING 2021 INVOICE 03/19/21	ROSEMONT HIGH SCHOOL	01	9,292.00
P21-02517	MULLER SPORTS	PAYMENT FOR SPORT OFFICIALS	C. K. McCLATCHY HIGH SCHOOL	01	9,808.00
P21-02518	GRAINGER INC	GRAINGER - EXIT SIGNS - PAUL BANKS OPS	CHILD DEVELOPMENT PROGRAMS	12	14,739.55
P21-02519	TROXELL COMMUNICATIONS INC	USB-C AC ADAPTERS - Hybrid CRoom	INFORMATION SERVICES	01	160,406.25
P21-02520	CDW GOVERNMENT	COMPUTERS/MONITORS COMPATIBLE WITH NEW CAMERAS	SECURITY SERVICES	01	2,662.20
P21-02521	GRAINGER INC	COVID-19 - TRAFFIC CONES	BUILDINGS & GROUNDS/OPERATIONS	01	18,154.80
P21-02522	STOMMEL INC LEHR AUTO	COVID-19 - 2021 FORD F150 - UPGRADE	BUILDINGS & GROUNDS/OPERATIONS	01	3,928.62
P21-02523	APPLE INC	SPED TECH FOR ASSESSMENTS	SPECIAL EDUCATION DEPARTMENT	01	32,218.00
P21-02524	CDW GOVERNMENT	TECH FOR SPED ASSESSMENT	SPECIAL EDUCATION DEPARTMENT	01	74,335.99
P21-02525	ENABLING DEVICES	LOW INCIDENCE ASSISTIVE TECH	SPECIAL EDUCATION DEPARTMENT	01	408.26
P21-02526	GBC GENERAL BINDING CORP	PURCHASE LAMINATING FOR SCHOOL	CAROLINE WENZEL ELEMENTARY	01	157.72
P21-02527	AMAZON CAPITAL SERVICES	NON LOW INCIDENCE AT	SPECIAL EDUCATION DEPARTMENT	01	215.32
P21-02528	AMAZON CAPITAL SERVICES	ADMIN SUPPORT	CESAR CHAVEZ INTERMEDIATE	01	141.36
P21-02529	EAST BAY RESTAURANT SUPPLY INC	KITCHEN EQUIPMENT FOR FLOYD FARMS NS	NUTRITION SERVICES DEPARTMENT	13	77,100.84
P21-02530	CULLETON HOLDING COMPANY INC	SENIOR LAWN SIGNS	AREA ASSISTANT SUPERINTENDENT	01	20,031.75
P21-02531	BIOENNO TECH LLC	CJA BATTERY POWER RADIO	C. K. McCLATCHY HIGH SCHOOL	01	573.73
P21-02532	FOLLETT SCHOOL SOLUTIONS	A FRIEND AT MIDNIGHT A GIFT OF MAGIC	JOHN H. STILL - K-8	01	9,885.00
P21-02533	EASTBAY INC	WOMEN'S VOLLEYBALL UNIFORMS	LUTHER BURBANK HIGH SCHOOL	01	824.75
P21-02534	EASTBAY INC	MEN'S TENNIS UNIFORMS	LUTHER BURBANK HIGH SCHOOL	01	476.75

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02535	EASTBAY INC	MEN'S VOLLEYBALL UNIFORMS	LUTHER BURBANK HIGH SCHOOL	01	563.75
P21-02536	BOOKS EN MORE	ACADEMIC PLANNERS FOR TEACHERS	HEALTH PROFESSIONS HIGH SCHOOL	01	402.91
P21-02537	COMPONENT SOLUTION SERVICES db a VERITY REAR VISION SYSTEMS	REAR VIEW SAFETY CAMERAS FOR WHSE TRUCKS	NUTRITION SERVICES DEPARTMENT	13	857.89
P21-02538	DESMOS, INC	MATH CURRICULUM	WILL C. WOOD MIDDLE SCHOOL	01	6,075.00
P21-02539	HOME CAMPUS	TO PURCHASE HOME CAMPUS	ALBERT EINSTEIN MIDDLE SCHOOL	01	595.00
P21-02540	PACIFIC OFFICE AUTOMATION	RISO CONTRACT SF5130	ALBERT EINSTEIN MIDDLE SCHOOL	01	100.00
P21-02541	THE HOME DEPOT PRO	HAND SANITIZER STANDS FOR CAFETERIA	FERN BACON MIDDLE SCHOOL	01	1,299.87
P21-02542	THE HOME DEPOT PRO	PATIO UMBRELLAS FOR LUNCH TABLES	FERN BACON MIDDLE SCHOOL	01	649.24
P21-02543	THE HOME DEPOT PRO	PALLET TRUCK FOR CUSTODIAL	FERN BACON MIDDLE SCHOOL	01	561.09
P21-02544	PRIMARY DIAGNOSTICS INC	COVID-19 TESTING - BINAX SOFTWARE + FEES	HEALTH SERVICES	01	46,000.00
P21-02545	CDW GOVERNMENT	DISTRICT COMPUTERS - IT	PURCHASING SERVICES	01	1,002,690.00
P21-02546	S & K THEATRICAL DRAPERIES INC	NEW CURTAINS FOR STAGE	A. M. WINN - K-8	01	5,213.52
P21-02547	LAKESHORE LEARNING MATERIALS	INST MTRLS - DOME CASILLAS, RM B1	CHILD DEVELOPMENT PROGRAMS	12	212.78
P21-02548	LAKESHORE LEARNING MATERIALS	COVID-INST MTRLS - KHONESAVAN VO, RM 18	CHILD DEVELOPMENT PROGRAMS	12	1,202.18
P21-02549	LAKESHORE LEARNING MATERIALS	COVID-INST MTRLS - JILL HERNANDEZ, RM 23	CHILD DEVELOPMENT PROGRAMS	12	846.60
P21-02550	LAKESHORE LEARNING MATERIALS	COVID-INST MTRLS - WILL ANDERSON, RM P	CHILD DEVELOPMENT PROGRAMS	12	272.40
P21-02551	Boathouse Row Sports LTD	TRACK UNIFORMS	WEST CAMPUS	01	5,205.44
P21-02552	COMMUNITY PRODUCTS LLC	SPECIALIZED SEATING SYSTEM	SPECIAL EDUCATION DEPARTMENT	01	4,428.84
P21-02553	OFFICE DEPOT	COVID CABINETS - TERRI KOHNKE, RM 24	CHILD DEVELOPMENT PROGRAMS	12	718.57
P21-02554	School Spirit Builders, LLC	HONOR ROLL STICKERS - INVOICE	HEALTH PROFESSIONS HIGH SCHOOL	01	506.35
P21-02555	DISCOUNT SCHOOL SUPPLY	INST MTRLS - VEL BUCKINGHAM, RM K	CHILD DEVELOPMENT PROGRAMS	12	357.56
P21-02556	CDW GOVERNMENT	DOCUMENT CAMERAS FOR CLASSROOMS	JOHN CABRILLO ELEMENTARY	01	12,033.19
P21-02557	CDW GOVERNMENT	COVID - Staff Safety Remote Worker	RISK MANAGEMENT	01	1,240.08
P21-02558	APPLE INC	LAW- MACBOOK PROS	HIRAM W. JOHNSON HIGH SCHOOL	01	6,578.83
P21-02559	ARC DOCUMENT SOLUTIONS LLC	SCUSD RETURN TOGETHER SIGNAGE - ALICE BIRNEY	FACILITIES SUPPORT SERVICES	01	3,814.19

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## Includes Purchase Orders dated 03/15/2021 - 04/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02560	ARC DOCUMENT SOLUTIONS LLC	MIDDLE AND HIGH SCHOOL COVID INSTRUCTIONAL SIGNAGE	FACILITIES SUPPORT SERVICES	01	172,413.88
P21-02561	CDW GOVERNMENT	DESKTOP AND WEB CAM FOR STUDENT ACCESSIBILITY	ENGINEERING AND SCIENCES HS	01	2,126.14
P21-02562	BLICK ART MATERIALS LLC	BEE PAPER AND SENSITIZER SET	JOHN F. KENNEDY HIGH SCHOOL	01	87.14
P21-02563	BSN SPORTS LLC	ATHLETICS- FACE COVERINGS	HIRAM W. JOHNSON HIGH SCHOOL	01	924.38
P21-02564	BSN SPORTS LLC	GOLF/TENNIS POLOS	HIRAM W. JOHNSON HIGH SCHOOL	01	808.17
P21-02565	BIG R METALS	METAL FOR HJHS SIGN REPAIR	HIRAM W. JOHNSON HIGH SCHOOL	01	264.32
P21-02566	FOLLETT SCHOOL SOLUTIONS	RESOURCE BOOKS	LUTHER BURBANK HIGH SCHOOL	01	8,498.46
P21-02567	OFFICE DEPOT	INST MTRLS - TERRI KOHNKE, RM 24	CHILD DEVELOPMENT PROGRAMS	12	61.78
P21-02568	OFFICE DEPOT	SAFECO WAVE UNDER DESK PRINTER STAND	JOHN F. KENNEDY HIGH SCHOOL	01	76.11
P21-02569	OFFICE DEPOT	RAIN DESIGN M STAND FOR NOTEBOOKS	JOHN F. KENNEDY HIGH SCHOOL	01	61.30
P21-02570	PACIFIC OFFICE AUTOMATION	RISO INK AND MASTERS	JOHN F. KENNEDY HIGH SCHOOL	01	957.00
P21-02571	PACIFIC OFFICE AUTOMATION	RISO INK & MASTERS	A. M. WINN - K-8	01	104.40
P21-02572	DEMCO INC	Library/Textbook Cart	LIBRARY/TEXTBOOK SERVICES	01	473.00
P21-02573	Nuove Sales, Inc	COVERS FOR ELA/LIBRARY NOVELS	WILL C. WOOD MIDDLE SCHOOL	01	1,535.87
P21-02574	OFFICE DEPOT	STEEL SHELVING FOR COUNSELING OFFICE	JOHN F. KENNEDY HIGH SCHOOL	01	353.16
P21-02575	NORTHERN TOOL & EQUIPMENT CO	FIELD DRAG MAT	HIRAM W. JOHNSON HIGH SCHOOL	01	380.59
P21-02576	DEMCO INC	LIBRARY SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	235.43
P21-02577	PEARSON CLINICAL ASSESSMENT OR DERING DEPARTMENT	QGLOBAL/INTERACTIVE	SPECIAL EDUCATION DEPARTMENT	01	229,933.50
P21-02578	DISCOUNT SCHOOL SUPPLY	COVID-INST MTRLS - WILL ANDERSON, RM P	CHILD DEVELOPMENT PROGRAMS	12	288.02
P21-02579	DREAMBOX LEARNING INC	DREAMBOX LEARNING	LEATAATA FLOYD ELEMENTARY	01	25,358.40
P21-02580	MOBYMAX LLC	MOBY MAX STUDENT LICENSES	WILL C. WOOD MIDDLE SCHOOL	01	2,341.18
P21-02581	HOUGHTON MIFFLIN HARCOURT	READING COUNTS LICENSES	WILL C. WOOD MIDDLE SCHOOL	01	5,968.00
P21-02582	THE HOME DEPOT PRO	UTILITY CARTS	HIRAM W. JOHNSON HIGH SCHOOL	01	999.73

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## Includes Purchase Orders dated 03/15/2021 - 04/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02583	THE HOME DEPOT PRO	FLOOR PRODUCTS FOR STAGE IMPROVEMENTS	A. M. WINN - K-8	01	260.88
P21-02584	THE HOME DEPOT PRO	TRASH CANS	HIRAM W. JOHNSON HIGH SCHOOL	01	1,619.07
P21-02586	SCHOOL INFO APP LLC	SCHOOL INFO APP -CONFIRMING	HEALTH PROFESSIONS HIGH SCHOOL	01	1,500.00
P21-02587	CDW GOVERNMENT	DOCKING STATIONS REQUIRED FOR CLASSROOM READINESS	INFORMATION SERVICES	01	185,962.50
P21-02588	APPLE INC	LOW INCIDENCE - ADAPTIVE TECH (MULTIPLE STUDENTS)	SPECIAL EDUCATION DEPARTMENT	01	12,266.44
P21-02589	CDW GOVERNMENT	LOW INCIDENCE	SPECIAL EDUCATION DEPARTMENT	01	3,182.18
P21-02590	CDW GOVERNMENT	LOW INCIDENCE	SPECIAL EDUCATION DEPARTMENT	01	3,182.18
P21-02591	CDW GOVERNMENT	LOW INCIDENCE	SPECIAL EDUCATION DEPARTMENT	01	3,182.18
P21-02592	APPLE INC	LOW INCIDENCE - AAC BULK REPLACEMENTS	SPECIAL EDUCATION DEPARTMENT	01	57,875.25
P21-02593	CDW GOVERNMENT	Laptop for Nova Katz	ACADEMIC OFFICE	01	2,501.53
P21-02594	CDW GOVERNMENT	CDW-G Chromebooks	LEATAATA FLOYD ELEMENTARY	01	31,301.00
P21-02595	CDW GOVERNMENT	HP CHROMEBOOK	JOHN H. STILL - K-8	01	122,004.00
P21-02596	CDW GOVERNMENT	LAPTOPS/MONITORS FOR CK MOBILE CARTS	NUTRITION SERVICES DEPARTMENT	21	4,448.64
P21-02597	TROXELL COMMUNICATIONS INC	PROJECTORS FOR CLASSROOMS/VAPA PROGRAM	JOHN D SLOAT BASIC ELEMENTARY	01	31,945.59
P21-02598	IPEVO INC	IPEVO HDMI USB DUAL MODE 8 DOCUMENT CAMERA	JOHN H. STILL - K-8	01	3,630.28
P21-02599	ZAJIC APPLIANCE SERVICE INC	LTS Refrigerator for new office	LIBRARY/TEXTBOOK SERVICES	01	648.43
P21-02600	Monty Muller	ATHLETICS OFFICIATING	HIRAM W. JOHNSON HIGH SCHOOL	01	10,242.00
P21-02601	ALL CAL SERVICES LLC	HJHS- PORTABLE RESTROOMS	HIRAM W. JOHNSON HIGH SCHOOL	01	948.25
P21-02602	ALL CAL SERVICES LLC	PORTA POTTY SERVICES	C. K. McCLATCHY HIGH SCHOOL	01	3,032.25
P21-02603	DISCOUNT SCHOOL SUPPLY	INST MTRLS - TERRI KOHNKE, RM 24	CHILD DEVELOPMENT PROGRAMS	12	312.41
P21-02604	SCHOOL SPECIALTY EDUCATION	STAND UP COLLABORATION DESK (JACKI)	JOHN F. KENNEDY HIGH SCHOOL	01	152.48
P21-02605	POSMICRO.COM	Barcode Scanners per quote #PM448808	LIBRARY/TEXTBOOK SERVICES	01	429.13
P21-02606	SAVVAS	2021-2022 Elementary Math WkBk, GRATIS shipping	LIBRARY/TEXTBOOK SERVICES	01	13,906.41
P21-02607	TIME PRINTING INC	LPPA RECRUITMENT BANNERS	C. K. McCLATCHY HIGH SCHOOL	01	261.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02608	SCHOLASTIC INC	STUDENT BOOK SELECTION	JOHN H. STILL - K-8	01	13,963.50
P21-02609	SCHOLASTIC MAGA ZINES CDW GOVERNMENT	PRINTER	H.W. HARKNESS ELEMENTARY	01	129.40
P21-02610	IPEVO INC	Document Camera for Teacher Classroom	EARL WARREN ELEMENTARY SCHOOL	01	4,938.45
P21-02611	PRAXIS TESTING STRATEGIES	St. Francis CARES ACT COVID testing	CONSOLIDATED PROGRAMS	01	27,380.00
P21-02612	MULLER SPORTS	OFFICIALS FOR ATHLETIC GAMES 2020-21	LUTHER BURBANK HIGH SCHOOL	01	8,740.00
P21-02613	WILLIAM MAC GILL AND COMPANY	NURSE	LEATAATA FLOYD ELEMENTARY	01	239.87
P21-02614	WIREMAN FENCE PRODUCTS	FENCING MATERIALS FOR BASEBALL/SOFTBALL FIELD	LUTHER BURBANK HIGH SCHOOL	01	5,991.59
P21-02615	PSAT NMSQT	PSAT - CONFIRMING COMPLETED ORDER	LUTHER BURBANK HIGH SCHOOL	01	100.00
P21-02616	RESOURCES FOR EDUCATORS A DIVI SION OF CCH INC	**CONFIRMING**PARENT COMMUNICATION	ALBERT EINSTEIN MIDDLE SCHOOL	01	805.97
P21-02617	KIRK MCKINNEY dba GOVS SPORT S HOP	SCHOOL SPIRIT SHIRT ORDER	ABRAHAM LINCOLN ELEMENTARY	01	726.36
P21-02618	Maxi Aids Inc.	NON LOW INCIDENCE AT - VI	SPECIAL EDUCATION DEPARTMENT	01	4,913.81
P21-02619	Maxi Aids Inc.	NON LOW INCIDENCE AT - VI	SPECIAL EDUCATION DEPARTMENT	01	4,913.81
P21-02620	SCUSD - US BANK CAL CARD	COVID INST MTRS/INK - JILL HERNANDEZ, RM 23	CHILD DEVELOPMENT PROGRAMS	12	159.73
P21-02621	SOFTWARE 4 SCHOOLS	CASH REGISTERS/SCANNERS FOR ATHLETICS	HIRAM W. JOHNSON HIGH SCHOOL	01	3,454.89
P21-02622	LILY TANG-VAUGHN	Reimburse Lily Tang-Vaughn for safety signs	GENEVIEVE DIDION ELEMENTARY	01	469.39
P21-02623	CDW GOVERNMENT	CHROMEBOOK AND NOTEBOOK TECH	ROSA PARKS MIDDLE SCHOOL	01	179,988.72
P21-02624	APPLE INC	MACBOOKS FOR STUDENT USE	HIRAM W. JOHNSON HIGH SCHOOL	01	32,080.79
P21-02625	TROXELL COMMUNICATIONS INC	TV FOR LIBRARY	HIRAM W. JOHNSON HIGH SCHOOL	01	867.30
P21-02626	CDW GOVERNMENT	DOCUMENT CAMERAS FOR CLASSROOM INSTRUCTION	ABRAHAM LINCOLN ELEMENTARY	01	2,233.57
P21-02627	CDW GOVERNMENT	LAPTOPS FOR TEACHER INSTRUCTION	HEALTH PROFESSIONS HIGH SCHOOL	01	16,857.56
P21-02628	TROXELL COMMUNICATIONS INC	TRANSLATING DEVICES FOR BILINGUAL PARENTS	ALBERT EINSTEIN MIDDLE SCHOOL	01	5,511.79
P21-02629	CDW GOVERNMENT	LAW CHROMEBOOKS AND CART	HIRAM W. JOHNSON HIGH SCHOOL	01	12,838.42
P21-02630	STERICYCLE INC	ONE TIME SHRED SERVICE FOR THE SCHOOL - 2021	JOHN F. KENNEDY HIGH SCHOOL	01	1,314.01
P21-02631	Yoga Direct LLC	MATS FOR OUTDOOR CLASSES	A. M. WINN - K-8	01	11,769.31

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## Includes Purchase Orders dated 03/15/2021 - 04/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02632	XENITH LLC	FOOTBALL UNIFORMS - SHOULDER PAD	LUTHER BURBANK HIGH SCHOOL	01	7,380.22
P21-02633	TEAM OUTFITTERS LLC	LAW & SOCIAL JUSTICE ACADEMY UNIFORMS	LUTHER BURBANK HIGH SCHOOL	01	1,370.25
P21-02634	AMAZON CAPITAL SERVICES	Equipment Storage Cabinet for Youth Media	ENROLLMENT CENTER	01	255.31
P21-02635	WL COLLINS CORP INC COLLINS SP ORTS MEDICINE	ATHLETICS SPORTS MEDICINE PURCHASE	HIRAM W. JOHNSON HIGH SCHOOL	01	755.81
P21-02636	AMAZON CAPITAL SERVICES	OCCUPATIONAL THERAPY ORDER	SPECIAL EDUCATION DEPARTMENT	01	48.80
P21-02637	CDW GOVERNMENT	LAPTOPS	NICHOLAS ELEMENTARY SCHOOL	01	2,361.43
P21-02638	CDW GOVERNMENT	LAW TEACHER TECHNOLOGY	HIRAM W. JOHNSON HIGH SCHOOL	01	224.00
P21-02639	AMAZON CAPITAL SERVICES	KEYBOARD AND MOUSE COVERS	HIRAM W. JOHNSON HIGH SCHOOL	01	86.98
P21-02640	ASSOCIATED SOUND	H/H AND BP SYSTEM WI RCVR HAND HELD TRANSMITTER	JOHN H. STILL - K-8	01	2,047.08
P21-02641	CDW GOVERNMENT	MONITORS FOR CLASSROOM TEACHING	HEALTH PROFESSIONS HIGH SCHOOL	01	2,007.50
P21-02642	N2Y LLC	SS SUBSCRIPTION	HIRAM W. JOHNSON HIGH SCHOOL	01	199.68
P21-02643	AMAZON CAPITAL SERVICES	LPPA MOCK TRIAL SUPPLS	C. K. McCLATCHY HIGH SCHOOL	01	453.88
P21-02644	AMAZON CAPITAL SERVICES	STUDENT SUPPLIES RETURN TO SCHOOL	WASHINGTON ELEMENTARY SCHOOL	01	323.73
P21-02645	PERLMUTTER PURCHASING POWER	CAMERAS FOR AROUND CAMPUS	PARKWAY ELEMENTARY SCHOOL	01	12,310.50
P21-02646	OFFICE DEPOT	UTILITY CART FOR PLANT MANAGER	H.W. HARKNESS ELEMENTARY	01	98.30
P21-02647	OFFICE DEPOT	CLASSROOM INSTRUCTION SUPPORT	SAM BRANNAN MIDDLE SCHOOL	01	454.34
P21-02648	BSN SPORTS LLC	ATHLETIC EQUIPMENT - BALLS	WEST CAMPUS	01	3,912.03
P21-02649	GBC GENERAL BINDING CORP	REPLACEMENT LAMINATOR ROLLS	NEW JOSEPH BONNHEIM	09	194.34
P21-02650	EASTBAY INC	TENNIS TOWER	LUTHER BURBANK HIGH SCHOOL	01	1,412.66
P21-02651	EZ FLEX LLC	CHEER FLOOR MATS	WEST CAMPUS	01	2,455.65
P21-02652	DREAMBOX LEARNING INC	BLENDED LEARNING PACKAGE	JOHN H. STILL - K-8	01	46,720.00
P21-02653	LAKESHORE LEARNING MATERIALS	Vazquez's Order	BG CHACON ACADEMY	09	841.32
P21-02654	LAKESHORE LEARNING MATERIALS	COVID INST MTLs - CATHY VO, RM BH6	CHILD DEVELOPMENT PROGRAMS	12	1,878.21
P21-02655	Quizizz Inc	QUIZZZ UPGRADED ACCOUNTS-SUPPLEMENTAL TECH	FERN BACON MIDDLE SCHOOL	01	1,150.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02656	GREENFIELD LEARNING INC	LEXIA CORE 5 READING	JOHN H. STILL - K-8	01	32,077.00
P21-02657	ULINE	UTILITY CARTS FOR PE	FERN BACON MIDDLE SCHOOL	01	944.14
P21-02658	REALLY GOOD STUFF	MENDOZA'S ORDER	BG CHACON ACADEMY	09	888.87
P21-02659	KUTA SOFTWARE LLC	KUTA SOFTWARE LICENSE FOR MATH	FERN BACON MIDDLE SCHOOL	01	880.00
P21-02660	Omnicore LLC	QUIEL SCHOOL SIGNS - EW 11421	EARL WARREN ELEMENTARY SCHOOL	01	4,590.34
P21-02661	B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO	CJA CAMERAS FOR CSI KITS	C. K. McCLATCHY HIGH SCHOOL	01	1,464.86
P21-02663	BATTERY SYSTEMS	BATTERIES FOR WOODSHOP	CALIFORNIA MIDDLE SCHOOL	01	998.91
P21-02664	NEWSELA INC	HISTORY & ELA DEPT TEACHING RESOURCES	WILL C. WOOD MIDDLE SCHOOL	01	11,880.00
P21-02665	RULANDS	CUBICLE WALLS FOR STUDENT SUPPORT CENTER	FERN BACON MIDDLE SCHOOL	01	865.65
P21-02666	NOTABLE INC	KAMI TEACHER SUBSCRIPTION	HIRAM W. JOHNSON HIGH SCHOOL	01	1,683.00
P21-02667	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	WJ-IV FORM A & ONLINE SCORING	SPECIAL EDUCATION DEPARTMENT	01	14,058.62
P21-02668	THE GYM CLOSET	PE DEPT- THE GYM CLOSET	KIT CARSON INTL ACADEMY	01	1,714.33
P21-02669	SPHERO INC	LITTLEBITS STEAM STUDENT SET	JOHN H. STILL - K-8	01	30,292.70
P21-02670	SHRED-IT STERICYCLE INC	SHRED CONFIDENTIAL INFORMATION	LEONARDO da VINCI ELEMENTARY	01	522.00
P21-02671	EMA GLUCKMANN	TREAT AS CONFIRMING - SCI MATLS REIMB E.GLUCKMAN	C. K. McCLATCHY HIGH SCHOOL	01	557.75
P21-02672	PITNEY BOWES INC	POSTAGE 2020/2021	JOHN D SLOAT BASIC ELEMENTARY	01	925.56
P21-02673	Yoga Direct LLC	PE DEPT - YOGA MATS	KIT CARSON INTL ACADEMY	01	493.16
P21-02674	XENITH LLC	FOOTBALL HELMETS	LUTHER BURBANK HIGH SCHOOL	01	15,929.16
P21-02675	WA KRAPF INC MAGNATAG VISIBLE SYSTEMS	SUPPLIES FOR MASTER SCHEDULE BOARD	WILL C. WOOD MIDDLE SCHOOL	01	169.54
P21-02676	ZEARN INC	Digital Math with Zearn	PHOEBE A HEARST BASIC ELEM.	01	2,500.00
P21-02677	AMAZON CAPITAL SERVICES	CLASS MATERIALS DOCUMENT CAMERA COMPUTER MOUSE	WASHINGTON ELEMENTARY SCHOOL	01	716.62
P21-02678	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES SCISSORS	WASHINGTON ELEMENTARY SCHOOL	01	52.24
P21-02679	AMAZON CAPITAL SERVICES	AMAZON - PULL-UPS FOR HJ FEC	CHILD DEVELOPMENT PROGRAMS	12	90.46
P21-02680	AMAZON CAPITAL SERVICES	MAP FOR CLASSROOM USE CJA	C. K. McCLATCHY HIGH SCHOOL	01	40.23
P21-02682	NOVA KATZ	MICROPHONES/SPEAKERS - HYBRID LEARNING	INFORMATION SERVICES	01	332.71

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P21-02683	AMAZON CAPITAL SERVICES	LPPA VIDEO EQUIP FOR LESSON & COMPETITIONS	C. K. McCLATCHY HIGH SCHOOL	01	1,188.90
P21-02684	APPLE INC	LAW- MACBOOK AIR	HIRAM W. JOHNSON HIGH SCHOOL	01	1,436.54
P21-02685	CDW GOVERNMENT	PEACE PROJECT STUDENT COMMUNICATION TVS	JOHN MORSE THERAPEUTIC	01	4,212.75
P21-02686	CDW GOVERNMENT	DOCUMENT CAMERAS	PONY EXPRESS ELEMENTARY SCHOOL	01	8,468.98
P21-02687	CDW GOVERNMENT	HP LAPTOPS	PARKWAY ELEMENTARY SCHOOL	01	11,138.76
P21-02688	CDW GOVERNMENT	CLASSROOM PRINTER	O. W. ERLEWINE ELEMENTARY	01	167.38
P21-02689	CDW GOVERNMENT	CLASSROOM SUPPORT	CESAR CHAVEZ INTERMEDIATE	01	6,128.11
P21-02690	CDW GOVERNMENT	JCBA- TECHNOLOGY	HIRAM W. JOHNSON HIGH SCHOOL	01	4,052.39
P21-02691	CDW GOVERNMENT	PRINTER/CARTRIDGES FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	1,970.07
P21-02692	TROXELL COMMUNICATIONS INC	SURGE PROTECTORS REQUIRED FOR CLASSROOM READINESS	INFORMATION SERVICES	01	44,587.50
P21-02693	THERAPY SHOPPE	SEEMA/BUTLER THERAPY SHOPPE	JAMES W MARSHALL ELEMENTARY	01	192.18
P21-02694	THE GYM CLOSET	NOUHI PE/PLAYGROUND	JAMES W MARSHALL ELEMENTARY	01	669.45
P21-02695	BLICK ART MATERIALS LLC	Supplies for Art Class	THE MET	09	2,672.11
P21-02696	THE HOME DEPOT PRO	CART FOR HEAVY EQUIPMENT	HUBERT H BANCROFT ELEMENTARY	01	455.11
P21-02697	SCHOOL SPECIALTY EDUCATION	MING SPECIALTY STORE	JAMES W MARSHALL ELEMENTARY	01	82.38
P21-02698	OTW Holding Company	COVID BARRICADE	ROSEMONT HIGH SCHOOL	01	7,221.57
P21-02699	3P LEARNING INC	MATHSEEDS SUPPLEMENTAL MATH PROGRAM	PONY EXPRESS ELEMENTARY SCHOOL	01	2,537.50
P21-02700	OFFICE DEPOT	CAREER WITH CHILDREN DEPT PRINTER PURCHASE	AMERICAN LEGION HIGH SCHOOL	01	243.48
P21-03344	JB ELECTRIC AND CONSTRUCTION	0844-439 TRANSP ELEC BUS INFRASTR-CONST SERVICES	FACILITIES SUPPORT SERVICES	01	134,400.00
				21	82,280.00
TB21-00051	FOLLETT SCHOOL SOLUTIONS	2021-2022 MS & HS Consumables #2558916A	LIBRARY/TEXTBOOK SERVICES	01	16,224.79
TB21-00052	J&C BOOKS	2021-2022 MS & HS Consumables #Q-3676	LIBRARY/TEXTBOOK SERVICES	01	8,247.60
TB21-00053	TEXTBOOK WAREHOUSE LLC	2021-2022 MS & HS Consumables #SO0737759	LIBRARY/TEXTBOOK SERVICES	01	5,053.78
TB21-00054	JAMIE YORK PRESS INC	2021-2022 Waldorf 6-8th grade Math WkBks	LIBRARY/TEXTBOOK SERVICES	01	4,138.97
TB21-00055	TEXTBOOK WAREHOUSE LLC	2021-2022 Elementary Consumables #SO0738086	LIBRARY/TEXTBOOK SERVICES	01	5,318.20

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
TB21-00056	MZHY EDITORS GROUP	2021-2022 Elder Creek Chinese Consumables	LIBRARY/TEXTBOOK SERVICES	01	1,268.38
TB21-00057	J&C BOOKS	2021-2022 Elementary Consumables Q-3679	LIBRARY/TEXTBOOK SERVICES	01	18,628.88
TB21-00058	BETTER CHINESE LLC	2021-2022 Better Chinese WkBks & Online	LIBRARY/TEXTBOOK SERVICES	01	19,304.06
TB21-00059	TEXTBOOK WAREHOUSE LLC	2021-2022 Waldorf Math Consumables	LIBRARY/TEXTBOOK SERVICES	01	15,168.23
TB21-00060	SUPERIOR TEXT	2021-2022 MS & HS Consumables	LIBRARY/TEXTBOOK SERVICES	01	27,059.72
TB21-00061	TEXTBOOK WAREHOUSE LLC	2021-2022 Big Ideas Math Skills Review Wkbk	LIBRARY/TEXTBOOK SERVICES	01	445.33
TB21-00062	TEXTBOOK WAREHOUSE LLC	2021-2022 NEW IB Adoptions for LB and Kit Carson	LIBRARY/TEXTBOOK SERVICES	01	23,428.90
<b>Total Number of POs</b>			<b>563</b>	<b>Total</b>	<b>12,257,578.27</b>

**Fund Recap**

Fund	Description	PO Count	Amount
01	General Fund	497	11,306,100.08
09	Charter School	9	22,654.76
11	Adult Education	10	38,971.87
12	Child Development	25	233,789.08
13	Cafeteria	17	449,976.97
21	Building Fund	6	206,085.51
		<b>Total</b>	<b>12,257,578.27</b>

\*\*\* See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 03/15/2021 - 04/14/2021 \*\*\*

## PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
B21-00086	849,074.72	13-4710	Cafeteria/Food	378,710.86
B21-00109	236,870.00	13-4710	Cafeteria/Food	52,870.00
B21-00160	18,000.00	01-4320	General Fund/Non-Instructional Materials/Su	3,018.35-
B21-00239	.00	01-4320	General Fund/Non-Instructional Materials/Su	1,500.00-
B21-00281	5,980.80	01-5800	General Fund/Other Contractual Expenses	600.00
B21-00308	186,000.00	01-5930	General Fund/Telephones/Cell Phones	36,000.00
B21-00331	13,000.00	01-5690	General Fund/Other Contracts, Rents, Leases	7,000.00
B21-00426	20,000.00	01-4320	General Fund/Non-Instructional Materials/Su	5,000.00
B21-00445	1,500.00	01-5800	General Fund/Other Contractual Expenses	500.00
B21-00463	3,150.00	01-5911	General Fund/Postage	1,000.00
B21-00471	3,000.00	01-4310	General Fund/Instructional Materials/Suppli	1,500.00
B21-00488	6,000.00	01-4320	General Fund/Non-Instructional Materials/Su	3,500.00
B21-00569	97,498.00	01-4326	General Fund/Nutrition Ed/Paper Supplies	61,698.00
B21-00570	25,000.00	01-5810	General Fund/Tickets/Fees/Regis.for Parents	5,000.00
B21-00597	1,011.00	01-4310	General Fund/Instructional Materials/Suppli	11.00
B21-00607	74,520.00	13-4710	Cafeteria/Food	16,200.00
B21-00616	21,529.12	01-5910	General Fund/All Other Communication Servic	218,470.88-
B21-00663	60,000.00	13-4710	Cafeteria/Food	25,000.00
B21-00669	500.00	01-5800	General Fund/Other Contractual Expenses	100.00
CHB21-00033	25,124.23	01-4310	General Fund/Instructional Materials/Suppli	8,624.23
CHB21-00091	8,500.00	01-4310	General Fund/Instructional Materials/Suppli	3,500.00
CHB21-00128	10,000.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB21-00130	3,750.00	01-4310	General Fund/Instructional Materials/Suppli	1,250.00-
CHB21-00146	4,999.00	01-4320	General Fund/Non-Instructional Materials/Su	1,499.00
CHB21-00156	7,000.00	01-4310	General Fund/Instructional Materials/Suppli	3,000.00
CHB21-00157	6,000.00	01-4310	General Fund/Instructional Materials/Suppli	1,000.00
CHB21-00158	10,304.40	01-4310	General Fund/Instructional Materials/Suppli	3,904.40
CHB21-00162	3,000.00	01-4310	General Fund/Instructional Materials/Suppli	2,000.00
CHB21-00164	3,000.00	01-4310	General Fund/Instructional Materials/Suppli	2,000.00
CHB21-00165	6,173.57	01-4310	General Fund/Instructional Materials/Suppli	1,673.57
CHB21-00174	3,832.00	01-4310	General Fund/Instructional Materials/Suppli	2,000.00
CHB21-00175	36,000.00	01-4310	General Fund/Instructional Materials/Suppli	10,000.00
CHB21-00183	4,516.30	01-4310	General Fund/Instructional Materials/Suppli	3,379.30
CHB21-00184	10,151.32	01-4310	General Fund/Instructional Materials/Suppli	7,202.32
CHB21-00208	2,239.87	01-4310	General Fund/Instructional Materials/Suppli	17,760.13-
CHB21-00217	17,500.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB21-00221	3,000.00	01-4310	General Fund/Instructional Materials/Suppli	1,000.00
CHB21-00224	30,000.00	01-4310	General Fund/Instructional Materials/Suppli	10,000.00
CHB21-00231	22,007.60	01-4310	General Fund/Instructional Materials/Suppli	5,341.61

\*\*\* See the last page for criteria limiting the report detail.

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ESCAPE ONLINE

Page 25 of 26

Includes Purchase Orders dated 03/15/2021 - 04/14/2021 \*\*\*

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
CHB21-00247	14,000.00	01-4310	General Fund/Instructional Materials/Suppli	4,000.00
CHB21-00284	4,000.00	01-4310	General Fund/Instructional Materials/Suppli	3,000.00
CHB21-00302	2,300.00	01-4310	General Fund/Instructional Materials/Suppli	2,000.00
CHB21-00316	3,250.00	01-4320	General Fund/Non-Instructional Materials/Su	2,250.00
CHB21-00360	2,500.00	01-4310	General Fund/Instructional Materials/Suppli	1,000.00
CS21-00052	61,601.98	01-5100	General Fund/Subagreements for Services abo	11,601.98
CS21-00095	453,000.00	01-5100	General Fund/Subagreements for Services abo	375,000.00
		01-5800	General Fund/Other Contractual Expenses	.00
			Total PO CS21-00095	375,000.00
CS21-00096	143,280.00	01-5100	General Fund/Subagreements for Services abo	97,280.00
		01-5800	General Fund/Other Contractual Expenses	.00
			Total PO CS21-00096	97,280.00
CS21-00097	504,000.00	01-5100	General Fund/Subagreements for Services abo	475,000.00
		01-5800	General Fund/Other Contractual Expenses	.00
			Total PO CS21-00097	475,000.00
CS21-00145	42,075.00	01-5100	General Fund/Subagreements for Services abo	6,500.00
CS21-00238	44,000.00	11-5800	Adult Education/Other Contractual Expenses	44,000.00-
CS21-00261	30,903.00	01-5800	General Fund/Other Contractual Expenses	6,520.00
P20-02514	83,810.69	21-6200	Building Fund/Buildings (Improvements)	893.98
P21-00685	1,397.18	01-4310	General Fund/Instructional Materials/Suppli	11.90-
		01-4410	General Fund/Equipment \$500 - \$4,999	42.47-
			Total PO P21-00685	54.37-
P21-01838	21,747.40	21-4320	Building Fund/Non-Instructional Materials/Su	996.85
P21-01984	18,350.00	01-6170	General Fund/Land Improvement	3,405.00
P21-02163	1,993,375.00	01-4410	General Fund/Equipment \$500 - \$4,999	102,362.50-
P21-02173	3,231.89	01-4310	General Fund/Instructional Materials/Suppli	245.77-
P21-02197	1,823.41	01-4410	General Fund/Equipment \$500 - \$4,999	301.96-
			<b>Total PO Changes</b>	<b>1,271,298.14</b>

Information is further limited to: (Minimum Amount = (999,999.99))

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.2

**Meeting Date:** May 20, 2021

**Subject:** Head Start Reports

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Academic Office / Child Development

**Recommendation:** None

**Background/Rationale:** The Office of Head Start, under the auspices of the U.S. Department of Health and Human Services/Administration for Children and Families, mandates that all Head Start governing entities receive specified reports related to the operational and fiduciary status of the program. These reports must include information and/or a status update in the followings areas: budget, credit card usage, USDA meals/snacks, enrollment, and program updates or summaries, if applicable. Attached, are essential monthly reports for Board members' review.

**Financial Considerations:** N/A

**LCAP Goal(s):** College and Career Ready; Family and Community Engagement

**Documents Attached:**

1. Head Start Monthly Report Summary
2. Child Development Fiscal Reports March and April 2021 – HS Basic & T/TA

<p><b>Estimated Time of Presentation:</b> N/A <b>Submitted by:</b> Jacquie Bonini, Director, Child Development, Christine Baeta, Chief Academic Officer <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
--



**Attachment 1  
Head Start  
April Report Summary**

**Enrollment Report**

April 2021 56%

**Disabilities Report**

April 2021 40

**SETA MONTHLY FISCAL REPORT**  
925 Del Paso Blvd., Suite 100, Sacramento, CA 95815

**R5210**

Month: March 1 - March 31, 2021 Agreement No.: 21C5551S0

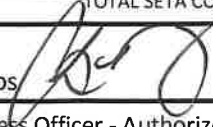
Delegate: SCUSD - Child Development Department Program:  PA 22 HS BASIC R5210

Remit to address General Accounting Department - 802A  PA 20 BASIC T/TA

5735 47th Avenue  PA 25 EHS

SACRAMENTO, CA 95824  PA 26 EHS T/TA

OTHER

Cost Item	Actual Expenses		* Current Budget	Unexpended Balance
	Current Period & Adjustments	Cumulative To Date		
I. Personnel	14,860.22	119,555.26	209,283.00	89,727.74
Fringe Benefits	8,054.53	63,043.65	116,057.00	53,013.35
Travel	0.00	0.00	0.00	0.00
Equipment	0.00	0.00	0.00	0.00
A Supplies	0.00	(0.91)	5,740.00	5,740.91
D Contractual	0.00	0.00	0.00	0.00
M Construction	0.00	0.00	0.00	0.00
I Other	0.00	46.21	2,357.00	2,310.79
N Indirect Costs 3.79%	18,820.99	139,047.54	224,694.00	85,646.46
I. TOTAL ADMINISTRATION	\$41,735.74	\$321,691.75	\$558,131.00	\$236,439.25
Non-Federal Administration				
Total Fed. And Non-Fed. Administration	\$41,735.74	\$321,691.75	\$558,131.00	\$236,439.25
II. Personnel	279,477.50	2,030,292.45	3,073,800.00	1,043,507.55
Fringe Benefits	194,203.82	1,452,885.11	2,312,301.00	859,415.89
P Travel	0.00	0.00	0.00	0.00
R Equipment	0.00	0.00	0.00	0.00
O Supplies	0.00	20.18	90,834.00	90,813.82
G Contractual	0.00	0.00	0.00	0.00
R Construction	0.00	0.00	0.00	0.00
A Other	0.00	2,958.83	118,210.00	115,251.17
M				
II. TOTAL PROGRAM	\$473,681.32	\$3,486,156.57	\$5,595,145.00	2,108,988.43
NON-FEDERAL PROGRAM Basic & T/TA \$1,538,319+7,800 March	\$212,702.96	\$1,516,449.28	\$1,546,120.00	29,670.72
<b>TOTAL SETA COSTS (I + II)</b>	<b>\$515,417.06</b>	<b>\$3,807,848.32</b>	<b>\$6,153,276.00</b>	<b>2,345,427.68</b>
Rose Ramos 	4/9/2021	Shelagh Ferguson	916.643.7878	
Chief Business Officer - Authorized Signature	Date	Prepared By	Phone	

**SETA MONTHLY FISCAL REPORT**  
 925 Del Paso Blvd., Suite 100, Sacramento, CA 95815

**R5212**

Month: March 1 - March 31, 2021 Agreement No.: 21C5551S0

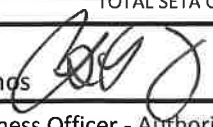
Delegate: SCUSD - Child Development Department Program:  PA 22 HS BASIC

Remit to address General Accounting Department - 802A  PA 20 BASIC T/TA R5212

5735 47th Avenue  PA 25 EHS

SACRAMENTO, CA 95824  PA 26 EHS T/TA

OTHER

Cost Item	Actual Expenses		* Current Budget	Unexpended Balance
	Current Period & Adjustments	Cumulative To Date		
I. Personnel				0.00
Fringe Benefits				0.00
Travel				0.00
Equipment				0.00
A Supplies				0.00
D Contractual				0.00
M Construction				0.00
I Other				0.00
N Indirect 3.79%	39.99	638.16	1,139.00	500.84
<b>i. TOTAL ADMINISTRATION</b>	<b>\$39.99</b>	<b>\$638.16</b>	<b>\$1,139.00</b>	<b>\$500.84</b>
Non-Federal Administration				
Total Fed. And Non-Fed. Administration	\$39.99	\$638.16	\$1,139.00	\$500.84
II. Personnel	0.00	0.00	0.00	0.00
Fringe Benefits	0.00	0.00	0.00	0.00
P Travel	0.00	1,598.00	1,598.00	0.00
R Equipment	0.00	0.00	0.00	0.00
O Supplies	180.09	180.09	180.09	0.00
G Contractual	0.00	0.00	0.00	0.00
R Construction	0.00	0.00	0.00	0.00
A Other	875.00	15,060.00	28,282.91	13,222.91
M				0.00
<b>ii. TOTAL PROGRAM</b>	<b>\$1,055.09</b>	<b>\$16,838.09</b>	<b>\$30,061.00</b>	<b>13,222.91</b>
NON-FEDERAL PROGRAM Reported on Basic	\$0.00	\$0.00	\$0.00	0.00
<b>TOTAL SETA COSTS ( I + II )</b>	<b>\$1,095.08</b>	<b>\$17,476.25</b>	<b>\$31,200.00</b>	<b>13,723.75</b>
Rose Ramos 	4/9/2021	Shelagh Ferguson	916.643.7878	
Chief Business Officer - Authorized Signature	Date	Prepared By	Phone	

**SETA MONTHLY FISCAL REPORT**  
925 Del Paso Blvd., Suite 100, Sacramento, CA 95815

**R5244**

Month: March 1 - March 31, 2021 Agreement No.: 21C5551S0

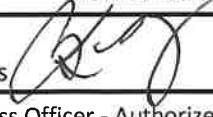
Delegate: SCUSD - Child Development Department Program:  PA 22 HS BASIC

Remit to address General Accounting Department - 802A  PA 20 BASIC T/TA

5735 47th Avenue  PA 25 EHS

SACRAMENTO, CA 95824  PA 26 EHS T/TA

OTHER HS Covid-19 Supp. R5244

Cost Item	Actual Expenses		* Current Budget	Unexpended Balance
	Current Period & Adjustments	Cumulative To Date		
I. Personnel				0.00
Fringe Benefits				0.00
Travel				0.00
Equipment				0.00
A Supplies				0.00
D Contractual				0.00
M Construction				0.00
I Other				0.00
N Indirect 3.79%	2,394.59	4,450.39	23,619.00	19,168.61
I. TOTAL ADMINISTRATION	\$2,394.59	\$4,450.39	\$23,619.00	\$19,168.61
Non-Federal Administration				
Total Fed. And Non-Fed. Administration	\$2,394.59	\$4,450.39	\$23,619.00	\$19,168.61
II. Personnel	13,537.50	13,537.50	208,627.00	195,089.50
Fringe Benefits	9,377.80	9,377.80	87,918.00	78,540.20
P Travel	0.00	0.00	0.00	0.00
R Equipment	0.00	0.00	0.00	0.00
O Supplies	40,266.41	94,508.95	299,188.00	204,679.05
G Contractual	0.00	0.00	0.00	0.00
R Construction	0.00	0.00	0.00	0.00
A Other	0.00	0.00	27,450.00	27,450.00
M				0.00
II. TOTAL PROGRAM	\$63,181.71	\$117,424.25	\$623,183.00	505,758.75
NON-FEDERAL PROGRAM Reported on Basic	\$0.00	\$0.00	\$0.00	0.00
<b>TOTAL SETA COSTS ( I + II )</b>	<b>\$65,576.30</b>	<b>\$121,874.64</b>	<b>\$646,802.00</b>	<b>524,927.36</b>
Rose Ramos 	4/9/2021	Shelagh Ferguson	916.643.7878	
Chief Business Officer - Authorized Signature	Date	Prepared By	Phone	

**SETA MONTHLY FISCAL REPORT**  
 925 Del Paso Blvd., Suite 100, Sacramento, CA 95815

**R5210**

Month: April 1 - April 30, 2021 Agreement No.: 21C5551S0


Delegate: SCUSD - Child Development Department Program:  PA 22 HS BASIC R5210

Remit to address General Accounting Department - 802A  PA 20 BASIC T/TA

5735 47th Avenue  PA 25 EHS

SACRAMENTO, CA 95824  PA 26 EHS T/TA

OTHER

Cost Item	Actual Expenses		* Current Budget	Unexpended Balance	
	Current Period & Adjustments	Cumulative To Date			
I.  A D M I N	Personnel	14,488.74	134,044.00	209,283.00	75,239.00
	Fringe Benefits	8,075.28	71,118.93	116,057.00	44,938.07
	Travel	0.00	0.00	0.00	0.00
	Equipment	0.00	0.00	0.00	0.00
	Supplies	9.34	8.43	5,740.00	5,731.57
	Contractual	0.00	0.00	0.00	0.00
	Construction	0.00	0.00	0.00	0.00
	Other	0.00	46.21	2,357.00	2,310.79
	Indirect Costs 3.79%	19,485.39	158,532.93	224,694.00	66,161.07
I. TOTAL ADMINISTRATION	\$42,058.75	\$363,750.50	\$558,131.00	\$194,380.50	
Non-Federal Administration					
Total Fed. And Non-Fed. Administration	\$42,058.75	\$363,750.50	\$558,131.00	\$194,380.50	
II.  P R O G R A M	Personnel	287,476.97	2,317,769.42	3,073,800.00	756,030.58
	Fringe Benefits	203,896.22	1,656,781.33	2,312,301.00	655,519.67
	Travel	0.00	0.00	0.00	0.00
	Equipment	0.00	0.00	0.00	0.00
	Supplies	84.12	104.30	90,834.00	90,729.70
	Contractual	0.00	0.00	0.00	0.00
	Construction	0.00	0.00	0.00	0.00
	Other	95.84	3,054.67	118,210.00	115,155.33
	II. TOTAL PROGRAM	\$491,553.15	\$3,977,709.72	\$5,595,145.00	1,617,435.28
	NON-FEDERAL PROGRAM Basic & T/TA \$1,538,319+7,800 April	\$210,924.15	\$1,727,373.43	\$1,546,120.00	(181,253.43)
<b>TOTAL SETA COSTS (I+II)</b>	<b>\$533,611.90</b>	<b>\$4,341,460.22</b>	<b>\$6,153,276.00</b>	<b>1,811,815.78</b>	
Rose Ramos 	5/6/2021	Shelagh Ferguson	916.643.7878		
Chief Business Officer - Authorized Signature	Date	Prepared By	Phone		

**SETA MONTHLY FISCAL REPORT**  
 925 Del Paso Blvd., Suite 100, Sacramento, CA 95815  
**R5212**

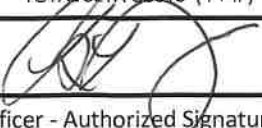
Month: April 1 - April 30, 2021

Delegate: SCUSD - Child Development Department

Remit to address General Accounting Department - 802A  
5735 47th Avenue  
SACRAMENTO, CA 95824

Agreement No.: 21C5551S0

Program:  PA 22 HS BASIC  
 PA 20 BASIC T/TA R5212  
 PA 25 EHS  
 PA 26 EHS T/TA  
 OTHER

Cost Item	Actual Expenses		* Current Budget	Unexpended Balance	
	Current Period & Adjustments	Cumulative To Date			
I.	Personnel			0.00	
	Fringe Benefits			0.00	
	Travel			0.00	
	Equipment			0.00	
A	Supplies			0.00	
D	Contractual			0.00	
M	Construction			0.00	
I	Other			0.00	
N	Indirect 3.79%	0.00	638.16	1,139.00	500.84
	I. TOTAL ADMINISTRATION	\$0.00	\$638.16	\$1,139.00	\$500.84
	Non-Federal Administration				
	Total Fed. And Non-Fed. Administration	\$0.00	\$638.16	\$1,139.00	\$500.84
II.	Personnel	0.00	0.00	0.00	0.00
	Fringe Benefits	0.00	0.00	0.00	0.00
P	Travel	0.00	1,598.00	1,598.00	0.00
R	Equipment	0.00	0.00	0.00	0.00
O	Supplies	0.00	180.09	180.09	0.00
G	Contractual	0.00	0.00	0.00	0.00
R	Construction	0.00	0.00	0.00	0.00
A	Other	0.00	15,060.00	28,282.91	13,222.91
M					0.00
	II. TOTAL PROGRAM	\$0.00	\$16,838.09	\$30,061.00	13,222.91
	NON-FEDERAL PROGRAM Reported on Basic				
		\$0.00	\$0.00	\$0.00	0.00
	TOTAL SETA COSTS (I+II)	\$0.00	\$17,476.25	\$31,200.00	13,723.75
Rose Ramos		5/6/2021	Shelagh Ferguson	916.643.7878	
Chief Business Officer - Authorized Signature		Date	Prepared By	Phone	

**SETA MONTHLY FISCAL REPORT**  
 925 Del Paso Blvd., Suite 100, Sacramento, CA 95815

**R5244**

Month: April 1 - April 30, 2021

Agreement No.: 21C5551S0

Delegate: SCUSD - Child Development Department

Program:  PA 22 HS BASIC

Remit to address General Accounting Department - 802A

PA 20 BASIC T/TA

5735 47th Avenue

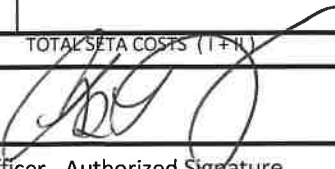
PA 25 EHS

SACRAMENTO, CA 95824

PA 26 EHS T/TA

OTHER

HS Covid-19 Supp. R5244

Cost Item	Actual Expenses		* Current Budget	Unexpended Balance
	Current Period & Adjustments	Cumulative To Date		
I. Personnel				0.00
Fringe Benefits				0.00
Travel				0.00
Equipment				0.00
A Supplies				0.00
D Contractual				0.00
M Construction				0.00
I Other				0.00
N Indirect 3.79%	1,164.54	5,614.93	23,619.00	18,004.07
I. TOTAL ADMINISTRATION	\$1,164.54	\$5,614.93	\$23,619.00	\$18,004.07
Non-Federal Administration				
Total Fed. And Non-Fed. Administration	\$1,164.54	\$5,614.93	\$23,619.00	\$18,004.07
II. Personnel	0.00	13,537.50	208,627.00	195,089.50
Fringe Benefits	0.00	9,377.80	87,918.00	78,540.20
P Travel	0.00	0.00	0.00	0.00
R Equipment	0.00	0.00	0.00	0.00
O Supplies	30,451.74	124,960.69	299,188.00	174,227.31
G Contractual	0.00	0.00	0.00	0.00
R Construction	0.00	0.00	0.00	0.00
A Other	275.00	275.00	27,450.00	27,175.00
M				0.00
II. TOTAL PROGRAM	\$30,726.74	\$148,150.99	\$623,183.00	475,032.01
NON-FEDERAL PROGRAM Reported on Basic	\$0.00	\$0.00	\$0.00	0.00
<b>TOTAL SETA COSTS (I + II)</b>	<b>\$31,891.28</b>	<b>\$153,765.92</b>	<b>\$646,802.00</b>	<b>493,036.08</b>
Rose Ramos 	5/6/2021	Shelagh Ferguson	916.643.7878	
Chief Business Officer - Authorized Signature	Date	Prepared By	Phone	