



Putting
Children
First

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, March 4, 2021

4:30 p.m. Closed Session

6:00 p.m. Open Session

Serna Center

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

AMENDED

AGENDA

2020/21-25

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

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; (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/SCUSDcommentMarch4>; 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, March 4. Individual public comment shall be no more than two minutes in length on each agenda item. 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.

3.0 CLOSED SESSION

7.3 *Recommendations from the Parent Advisory Committee and Student Advisory Council for the Local Control Accountability Plan (LCAP) (Vincent Harris and Steven Ramirez-Fong)* **Information**
15 minute presentation
15 minute discussion

7.4 *Approve Memorandum of Understanding (MOU) Special Education Assessments While in a Distance Learning Model and AB1200 Disclosure (Raoul Bozio)* **Action**
10 minute presentation
10 minute discussion
(Roll Call Vote)

8:15 p.m. **8.0 PUBLIC COMMENT** 30 minutes

Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/SCUSDcommentMarch4>; 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, March 4 for any agenda item. Individual written public comment shall be no more than two minutes in length on each agenda item. The Board shall limit the total time for public comment on each agenda item 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. The Board is allowed to take action only on items specifically described on the agenda as action items, unless added to the agenda as allowed by law. The Board may, in its discretion, refer a matter to district staff or calendar an agenda item for future action.

8:45 p.m. **9.0 COMMUNICATIONS**

9.1 *Employee Organization Reports:* **Information**
3 minutes each

- SCTA
- SEIU
- TCS
- Teamsters
- UPE

9:00 p.m. 9.2 *District Advisory Committees:* **Information**
3 minutes each

- Community Advisory Committee
- District English Learner Advisory Committee
- Local Control Accountability Plan/Parent Advisory Committee
- Student Advisory Council

9:12 p.m. 9.3 *Superintendent's Report (Jorge A. Aguilar)* **Information**
5 minutes

9:17 p.m.	9.4 President's Report (Lisa Murawski for Christina Pritchett)	Information 5 minutes
9:22 p.m.	9.5 Student Member Report (Isa Sheikh)	Information 5 minutes
9:27 p.m.	9.6 Information Sharing By Board Members	Information 10 minutes
9:37 p.m.	10.0 CONSENT AGENDA	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.

10.1 Items Subject or Not Subject to Closed Session:

- 10.1a 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)
- 10.1b Approve Personnel Transactions (Cancy McArn)
- 10.1c Approve Staff Recommendations for Expulsion Re-Entry of Expulsion #8, 2019-20, as Determined by the Board (Doug Huscher and Stephan Brown)
- 10.1d Approve Minutes of the February 4, 2021, Board of Education Meeting (Jorge A. Aguilar)
- 10.1e Approve Appointment of Board Member Chinua Rhodes to the California School Board Association (CSBA) Delegate Assembly (Board 2nd Vice President Darrel Woo)

9:39 p.m.	11.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS	Receive Information
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- 11.1 Business and Financial Information:
- Enrollment and Attendance Report, Month 5 Ending Friday, January 29, 2021 (Rose Ramos)

9:42 p.m.	12.0 FUTURE BOARD MEETING DATES / LOCATIONS
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- ✓ March 18, 2021 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting
- ✓ April 8, 2021 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting

9:45 p.m. **13.0 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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 7.1

Meeting Date: March 4, 2021

Subject: Revised Board Policy BP 3100: Business and Noninstructional Operations
(Reserves and Use of One-Time Funds)

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Review the 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. Implementation for establishing the 5% minimum reserve level is recommended to begin fiscal year 2022-2023 or after the deficit is eliminated.

Revisions to Board Policy BP 3100: Business and Noninstructional Operations will also include the use of One-Time funding and Board approval for use of One-Time funds will be required as a separate action.

Background/Rationale: In order to maintain fiscal solvency, restore stability and address long term financial issues, the District shall establish and maintain a general fund reserve for economic uncertainty at no less than 5%.

Furthermore, the Board shall consider any proposed use of One-Time funding and shall take separate action to approve such uses.

- February 6, 2020 and May 21, 2020 Board Meetings - first reading on the proposed revisions to BP 3100 on reserves and use of one-time funds
- June 18, 2020 Board Meeting – second reading on the proposed revisions to BP 3100 on reserves and use of one-time funds
- February 18, 2021 - third reading on the proposed revisions to BP 3100 on reserves and use of one-time funds

Financial Considerations: Increase minimum general fund reserve from the minimum 2% to a 5% reserve level in fiscal year 2022-2023 or after the deficit is eliminated. The Board shall consider any proposed use of One-Time funding and shall take separate action to approve such uses.

LCAP Goal(s): Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Executive Summary
2. BP 3100: Business and Noninstructional Operations

<p>Estimated Time of Presentation: 5 minutes Submitted by: Rose Ramos, Chief Business Officer Approved by: Jorge A. Aguilar, Superintendent</p>
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Board of Education Executive Summary

Business Services

Revised Board Policy BP 3100: Business and Noninstructional Operations (Reserves and Use of One-Time Funds)

March 4, 2021



I. OVERVIEW/HISTORY:

The District will establish a 5% reserve level for general fund expenditures that meets or exceeds the requirements of 5 CCR 15443. Implementation for establishing the 5% minimum reserve level is recommended to begin fiscal year 2022-2023 or after the deficit is eliminated. The District shall consider any proposed use of One-Time funding and shall take separate action to approve such uses.

In October 2018, FCMAT conducted a Fiscal Health Analysis Study of the District. The Fiscal Review Report presented to the Board in December 2018 contains the findings of the study. The District has been working with the Fiscal Advisor and staff to implement FCMAT's recommendations.

In March 2019, the District was notified by the California State Auditor's office that an audit of the District would be conducted. The audit was completed and the report was released in December 2019.

The recommendations of both the FCMAT Report and the State Audit Report support the District's decision to revise and implement policies which will guide the District's budget process.

- February 6, 2020 and May 21, 2020 Board Meetings - first reading on the proposed revisions to BP 3100 on reserves and use of one-time funds
- June 18, 2020 Board Meeting – second reading on the proposed revisions to BP 3100 on reserves and use of one-time funds
- February 18, 2021 Board Meeting – third reading on the proposed revisions to BP 3100 on reserves and use of one-time funds

II. DRIVING GOVERNANCE:

- Education Code section 42103 requires the governing board of each school district shall hold a public hearing on the proposed budget in a school district facility, or some other place conveniently accessible to the residents of the school district for public inspection.
- Education Code section 42127 requires the Governing Board of each school district to adopt a budget on or before July 1st. Article XIII section 36(e)(6) requires the Governing Board to approve Education Protection Account proposed expenditures in open session of a public meeting. The budget to be adopted shall be prepared in accordance with Education Code section 42126. The adopted budget shall be submitted to the County Office of Education. The County Office of Education will determine if the district will be able to meet its financial obligations during the fiscal year and ensure a financial plan that will enable the district to satisfy its multi-year financial commitments.

Board of Education Executive Summary

Business Services

Revised Board Policy BP 3100: Business and Noninstructional Operations (Reserves and Use of One-Time Funds)

March 4, 2021



III. BUDGET:

Due to the importance of maintaining reserve levels during stable and volatile economic times, the District will establish a 5% reserve for general fund expenditures. Implementation for establishing the 5% minimum reserve level is recommended to begin fiscal year 2022-2023 or after the deficit is eliminated. Furthermore, the District shall consider any proposed use of One-Time funding and shall take separate action to approve such uses. The Board may determine to allocate one-time funding to a single year or multi-year expenditure. A supplemental budget display shall be presented to the Board for approval that clearly explains the following:

- source of funds and any restrictions or guidance on the use of one-time funding
- expiration of one-time funds
- explanation of proposed use of one-time funds
- if proposed use of one-time funds is to support an on-going expenditure, provide a rationale and plan to support the expenditure after the expiration of the one-time funding

IV. GOALS, OBJECTIVES AND MEASURES:

Maintain fiscal solvency, restore stability and address the long term financial issues of the District.

V. MAJOR INITIATIVES:

Maintain a 5% reserve level to address economic uncertainty. Proposed use of One-Time funding shall take separate action to approve such uses.

VI. RESULTS:

Update Board Policy to address reserve level needed to establish and maintain fiscal solvency.

VII. LESSONS LEARNED/NEXT STEPS:

- Work with Sacramento County Fiscal Advisor on mitigation measures for reserve deficiency.
- Ensure recommendations and corrective actions found in the State Audit Report are implemented.
- Ensure recommendations and corrective actions found in the FCMAT Report are implemented.

Budget

The Governing Board accepts responsibility for adopting a sound budget that is compatible with the District's vision and goals. ~~The Board shall establish and maintain a reserve that meets or exceeds the requirements of law.~~

(cf. 3300 – Expenditures/Expending Authority)

The Board encourages public input in the budget development process and shall hold public hearings in accordance with the law.

The Superintendent or designee shall determine the manner in which the budget is developed and shall schedule the budget adoption process in accordance with the single budget adoption process.

Reserve for Economic Uncertainty

~~Per BP 3100, the Board shall establish and maintain a general fund reserve for economic uncertainty that meets or exceeds the requirements of 5 CCR 15443. The reserve for economic uncertainty for the District will be established at no less than 5% of total general fund expenditures. In the event that the District falls below the 5% level, the percentage level will be restored at a rate of no less than one percent per year until the five percent level is reached.~~

~~In the event that restoring the reserve at a rate of 1% per year will result in a negative impact to students due to reductions in student programs, the Board may elect to restore the reserve at a rate less than 1% per year.~~

~~Implementation for establishing the 5% minimum reserve level is recommended to begin fiscal year 2022-2023 or after the deficit is eliminated.~~

~~Beginning with the 2022-2023 budget or after the deficit is eliminated, the District shall maintain a 5% reserve of the total general fund expenditures.~~

One-Time Funds

~~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. **The Board may determine to allocate one-time funding to a single year or multi-year expenditure. A supplemental budget display shall be presented to the Board for approval that clearly explains the following:**~~

- ~~• source of funds and any restrictions or guidance on the use of one-time funding~~
- ~~• expiration of one-time funds~~
- ~~• explanation of proposed use of one-time funds~~
- ~~• if proposed use of one-time funds is to support an on-going expenditure, provide a rationale and plan to support the expenditure after the expiration of the one-time funding~~

Sacramento City USD | BP 3100 Business and Noninstructional Operations (Reserves and Use of One-Time Funds)

EDUCATION CODE

1620-1630 County office of education budget approval

33127 Development of standards and criteria for local budgets and expenditures

33128 Standards and criteria

33129 Standards and criteria; use by local agencies 35035 Powers and duties of superintendent

35161 Powers and duties, generally, of governing boards

42103 Public hearing on proposed budget; requirements for content of proposed budget; publication of notice of hearing

42122-42129 Budget requirements

42132 Resolutions identifying estimated appropriations limit

42602 Use of unbudgeted funds

42610 Appropriation of excess funds and limitation thereon

44518-44519.2 Chief business officer training program 45253 Annual budget of personnel commission

45254 First year budget of personnel commission GOVERNMENT CODE

7900-7914 Expenditure limitations CODE OF REGULATIONS, TITLE 5

15440-15452 Criteria and standards for school district budgets

15467-15479 Criteria and standards for county office of education budgets

Management Resources:

CDE MANAGEMENT ADVISORY

0203.92 Implementation of AB 1200, 92-03

Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Adopted: November 16, 1998 Sacramento, California

Reviewed: November 5, 2001

Reviewed: February 6, 2020

Reviewed: May 21, 2020

Sacramento City USD | BP 3100 Business and Noninstructional Operations (Reserves and Use of One-Time Funds)

Reviewed: June 18, 2020



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 7.2

Meeting Date: March 4, 2021

Subject: Conditions for Readiness for School Re-Opening Update and Adopt Re-Opening Plan

- 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, Student Support & Health Services, Facilities, Risk Management

Recommendation: N/A

Background/Rationale: Due to the ongoing COVID-19 Pandemic, Sacramento City Unified School District (SCUSD) began the academic year in full distance learning. As District staff has learned more about effective mitigation and minimization practices related to reducing the spread of COVID-19, teams have identified the key decision making processes and measures to ensure that all SCUSD sites can re-open safely. The goal of this presentation is to update the board of education on the latest re-opening guidance, share the current re-opening measures and the work underway to ensure a safe re-opening of in-person instruction when conditions permit it and request the board of education's adoption of the school re-opening plan.

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

Estimated Time of Presentation: 20 minutes

Submitted by: Vincent Harris, Chief Continuous Improvement and Accountability Officer

Approved by: Jorge A. Aguilar, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 7.3

Meeting Date: March 4, 2021

Subject: Recommendations from the Parent Advisory Committee and Student Advisory Council for the Local Control and Accountability Plan (LCAP)

- 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: Receive information about the status and context of the 2021-22 Local Control and Accountability Plan (LCAP) and receive recommendations from the LCAP Parent Advisory Committee (PAC) and Student Advisory Council (SAC).

Background/Rationale: Annually, districts must develop a Local Control and Accountability Plan (LCAP). The 2021-22 LCAP represents the first year of a new, three-year LCAP cycle (2021-22 to 2023-24). The next three-year cycle was scheduled to begin in 2020-21 but was postponed as part of the changes to accountability due to COVID-19. The 2021-22 LCAP will, in addition to the 2021-22 to 2023-24 three-year plan, include an Annual Update to the 2019-20 LCAP year, Annual Update to the 2020-21 Learning Continuity and Attendance Plan, and the 2020-21 LCFF Budget Overview for Parents.

The LCAP PAC is a board and superintendent appointed group that provides input to inform LCAP development. The recommendations being presented were provided to the board via board communication in December 2020 and based upon the ongoing work of the committee throughout 2019-20 and into the fall of 2020.

The Student Advisory Council (SAC) engages students in policy advocacy, applied social research, democratic governing, and grassroots organizing. The SAC strives to promote student voice within the district and works to take action against problems faced by students. SAC's recommendations are based upon

the council's discussions over the past year as well as input the members have gathered from peers.

Financial Considerations: None

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. Annual Update for Developing the 2021-22 Local Control and Accountability Plan Template
3. LCAP Template for 2021-22
4. LCAP Expenditure Tables Template
5. LCAP PAC Recommendations

Estimated Time of Presentation: 15 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



Recommendations from the Parent Advisory Committee and Student Advisory Council for the Local Control and Accountability Plan (LCAP)
March 4, 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, Local Control Funding Formula (LCFF), requires that every Local Education Agency write a Local Control and Accountability Plan (LCAP) and Annual Update.

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.

Following the closure of schools due to COVID-19, April 23, 2020, Governor Newsom issued Executive Order N-56-20 on April 23, 2020. This order postponed the 2020-21 LCAP to December 2020 and established the COVID-19 Operations Written Report requirement. Senate Bill 98, signed into law on June 29, 2020, made further changes to accountability requirements. These included elimination of the 2020-21 LCAP, shifting of the next three-year LCAP cycle to 2021-22 to 2023-24, and establishment of the Learning Continuity and Attendance Plan requirement.

Senate Bill 820, signed into law on September 18, 2020, specified that the 2021-22 LCAP template include Annual Update components for the 2019-20 LCAP Year AND the 2020-21 Learning Continuity and Attendance Plan.

Senate Bill 98 also confirmed that performance levels would not be reported for schools or districts on the 2020 California School Dashboard. This resulted in all districts and schools maintaining their existing eligibility status for Differentiated Assistance, Comprehensive Support and Improvement, or Additional Targeted Support and Improvement, respectively.

Per Ed Code 52063(a)2, the district is expected to establish a parent advisory committee to provide advice to the governing board of the school district and the superintendent of the school district. SCUSD's LCAP Parent Advisory Committee (PAC) is composed of sixteen (16) members, with two (2) members appointed by each of the seven board members and two (2) appointed by the superintendent.

Education Code also specifies that the governing board shall consult with a range of stakeholder groups, including students, in developing the LCAP. The Student Advisory Council is a key body within the stakeholder consultation process. The SAC engages students in policy advocacy, applied social research, democratic governing, and grassroots organizing. The SAC strives to promote student voice within the district and works to take action against problems faced by students.

Board of Education Executive Summary

Continuous Improvement and Accountability and State and Federal Programs



Recommendations from the Parent Advisory Committee and Student Advisory Council for the Local Control and Accountability Plan (LCAP)
March 4, 2021

III. Budget:

SCUSD's most recent LCAP (2019-20) includes actions whose total expenditures represent the majority of the district's budget. In the 2019-20 LCAP \$431,357,083 were accounted for across all actions out of projected expenditures totaling \$547,000,000 (Figures from 2019-20 LCFF Budget Overview for Parents). An expressed interest from stakeholders has been to increase the total proportion of the budget represented in the LCAP.

Any actions taken as part of the Fiscal Recovery Plan or other district decision-making process will be detailed in the LCAP. Actions in the LCAP span the breadth of the district's efforts to meet its goals and these include a wide range of personnel and programs. Most of the items in the Fiscal Recovery Plan will, if enacted, result in changes to one or more LCAP actions.

IV. Goals, Objectives and Measures:

The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs. (From CDE LCAP web page)

The key components of an LCAP include:

- An overview of the district's **context**, recent **successes** and identified **needs**
- A district's **goals**
- The **actions/services** that the district will implement to achieve those goals (and their projected costs)
- The **metrics** that will be used to determine success and the **target outcomes** for each metric
- **Analysis** of outcomes and expenditures from the previous year
- Description of how the district is **increasing/improving services for unduplicated students**
- Description of how **stakeholder input** was solicited, summary of key input, and how it influenced the plan

SCUSD's existing (2019-20) LCAP Goals include:

1. Increase the percent of students who are on-track to graduate college and career ready
2. Students will be engaged with a safe, physically and emotionally healthy learning environment
3. Parents, families, and community stakeholders will become more fully engaged as partners in the education of students in SCUSD
4. Maximize the leadership, structure, and processes of the organization to execute our mission as effectively and efficiently as possible

The current development process include review of these goal statements and potential revisions to reflect the current and future context of the district.

Board of Education Executive Summary

Continuous Improvement and Accountability and State and Federal Programs



Recommendations from the Parent Advisory Committee and Student Advisory Council for the Local Control and Accountability Plan (LCAP)
March 4, 2021

A key aspect of the LCAP is the requirement that districts describe how they have increased and improved services for the following students groups (collectively referred to as 'Unduplicated Students') as compared to all students:

- English language learners
- Students eligible for free and reduced price meals program (low income)
- Foster Youth
- Homeless students

The LCAP must include measurable outcomes that enable the district to monitor progress across the eight state priorities. The eight state priorities and key components within each include:

1. Basics (Teacher Assignments, Access to Instructional Materials, Facilities in good repair)
2. State Standards (Implementation of academic content and performance standards adopted by the state)
3. Parental Involvement (Efforts to seek parent input in decision making and promotion of parent participation)
4. Pupil Achievement (Performance on standardized tests, college/career readiness, English Learner reclassification and proficiency)
5. Pupil Engagement (Attendance rates, Chronic Absenteeism rates, Drop-out rates, Graduation Rates)
6. School Climate (Suspension rates, Expulsion rates, local surveys of safety and connectedness)
7. Course Access (Enrollment in a broad course of study)
8. Other Pupil Outcomes (Pupil outcomes in subject areas)

V. Major Initiatives:

The LCAP provides details of the specific actions, services, and expenditures to be implemented by the district as it actualizes the overarching Equity, Access, and Social Justice Guiding Principle, which states that all students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options.

To increase coherence throughout the system, staff are focused on ensuring that the processes for the budget, School Plan for Student Achievement (SPSA), and LCAP are aligned and integrated. Staff across departments are currently working to implement account coding practices that will increase alignment and transparency.

The California Department of Education (CDE) developed and released a new LCAP template in January 2020. Following the shift of the next three-year LCAP cycle to 2021-22, the LCAP currently in development will mark the first time this template has been used.

The new template includes several changes of note that are the result of stakeholder advocacy and input over the past years. These include:

Board of Education Executive Summary

Continuous Improvement and Accountability and State and Federal Programs



Recommendations from the Parent Advisory Committee and Student Advisory Council for the Local Control and Accountability Plan (LCAP)
March 4, 2021

Consolidation of expenditure information into summary tables:

- Statute required that the template consolidate expenditures into table form. This is expected to reduce the overall length of LCAPs.
- CDE has emphasized that the focus should be on which expenditures (regardless of funding source) contribute to increased or improved services for unduplicated pupils.

Focus on three-year target outcomes with annual reporting of progress:

- This differs from the former LCAP templates, which have required distinct targets to be established for each of the three LCAP years.
- Actual outcomes for each of the three LCAP years will be reported annually.

Merging of the Annual Update and Goals Sections:

- Previously, the Annual Update and Goals sections are the most substantial LCAP sections in terms of length. To streamline the document, the analysis portion of the Annual update was merged with the Goals section.
- Estimated Actual expenditure reporting has been relocated to a summary table.

In addition to the key changes outlined, the new template instructions provide guidance regarding the three types of LCAP goals that districts should consider in plan development:

- **Focus Goal:** 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:** Less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **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.

A key part of the 2019-20 and 2020-21 Annual Update components is analysis of lessons learned and looking forward to how reflections upon successes and challenges inform future plans. Analysis questions in the Annual Updates include the following:

- Explain how lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021-22 LCAP.
- Describe how the analysis and reflection on student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed development of the 21-22 through 23-24 LCAP.

Board of Education Executive Summary

Continuous Improvement and Accountability and State and Federal Programs



Recommendations from the Parent Advisory Committee and Student Advisory Council for the Local Control and Accountability Plan (LCAP)
March 4, 2021

VI. Results:

The Local Control and Accountability Plan (LCAP) must be presented to the board in a public hearing and, in a subsequent meeting, for adoption prior to June 30, 2021. These steps must occur in alignment with the public hearing and adoption of the district's 2021-22 budget. Within 5 days of adoption, the LCAP must be submitted to the Sacramento County Office of Education (SCOE) for approval.

Beginning with the 2021-22 LCAP, the Dashboard Local Indicators must also be presented during the same meeting at which the LCAP is adopted.

During 2019-20, the LCAP PAC prioritized the development of initial recommendations earlier in the year to inform the LCAP development process. The recommendations build upon the priorities shared in the PAC's June 2020 presentation to the board and input provided during the Learning Continuity and Attendance Plan process during the summer and fall of 2020.

The Student Advisory Council's recommendations are based upon their prior recommendations to the 2019-20 LCAP, input provided during the Learning Continuity and Attendance Plan process, and discussions/input gathering throughout the fall of 2020.

VII. Lessons Learned/Next Steps:

LCAP Staff will be continuing stakeholder engagement activities, collaboration with program staff and the budget staff, and consultation with county colleagues throughout the spring to prepare the required LCAP components.

Key Checkpoints in the LCAP development and adoption process include:

- Mar 4, 2021: Re-present Recommendations from the PAC and SAC
- Mar 18, 2021: LCAP Annual Update Presentation to Board
- May 6, 2021: LCAP Draft Presentation to Board
- May 20, 2021: Presentation of Stakeholder Input Summary to Board
- June 3, 2021: LCAP/Budget Public Hearing
- June 17, 2021: LCAP/Budget Adoption
- June 22, 2021: Deadline to Submit LCAP to Sacramento County Office of Education (SCOE)
- Summer 2021: (If needed) SCOE Feedback, SCUSD Revisions, SCOE Approval

Board of Education Executive Summary

Continuous Improvement and Accountability and State and Federal Programs



Recommendations from the Parent Advisory Committee and Student Advisory Council for the Local Control and Accountability Plan (LCAP)
March 4, 2021

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, Low-Income students, Foster Youth

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

Annual Update for Developing the 2021-22 Local Control and Accountability Plan

Annual Update for the 2019–20 Local Control and Accountability Plan Year

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
[Insert LEA Name here]	[Insert Contact Name and Title here]	[Insert Email and Phone here]

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

[Describe goal here]

State and/or Local Priorities addressed by this goal:

State Priorities: [List State Priorities Here]

Local Priorities: [Add Local Priorities Here]

Annual Measurable Outcomes

Expected	Actual
[Add expected outcome here]	[Add actual outcome here]
[Add expected outcome here]	[Add actual outcome here]

Expected	Actual
[Add expected outcome here]	[Add actual outcome here]

Actions / Services

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
[Add planned action/service here]	[Add budgeted expenditures here]	[Add actual expenditures here]
[Add planned action/service here]	[Add budgeted expenditures here]	[Add actual expenditures here]

Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

[Add text here]

A description of the successes and challenges in implementing the actions/services to achieve the goal.

[Add text here]

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
[Description of the action]	[\$ 0.00]	[\$ 0.00]	[Y/N]
[Description of the action]	[\$ 0.00]	[\$ 0.00]	[Y/N]

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.

[Add text here]

Analysis of In-Person Instructional Offerings

A description of the successes and challenges in implementing in-person instruction in the 2020-21 school year.

[Add text here]

Distance Learning Program

Actions Related to the Distance Learning Program

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
[Description of the action]	[\$ 0.00]	[\$ 0.00]	[Y/N]
[Description of the action]	[\$ 0.00]	[\$ 0.00]	[Y/N]

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.

[Add text here]

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.

[Add text here]

Pupil Learning Loss

Actions Related to the Pupil Learning Loss

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
[Description of the action]	[\$ 0.00]	[\$ 0.00]	[Y/N]
[Description of the action]	[\$ 0.00]	[\$ 0.00]	[Y/N]

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.

[Add text here]

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.

[Add text here]

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.

[Add text here]

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.

[Add text here]

Analysis of School Nutrition

A description of the successes and challenges in providing school nutrition in the 2020-21 school year.

[Add text here]

Additional Actions and Plan Requirements

Additional Actions to Implement the Learning Continuity Plan

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
[The section of the Learning Continuity Plan related to the action described; may put N/A if the action does not apply to one specific section]	[Description of the action]	[\$ 0.00]	[\$ 0.00]	[Y/N]
[The section of the Learning Continuity Plan related to the action described; may put N/A if the action does not apply to one specific section]	[Description of the action]	[\$ 0.00]	[\$ 0.00]	[Y/N]

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.

[Add text here]

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.

[Add text here]

An explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs.

[Add text here]

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.

[Add text here]

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.

[Add text here]

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.

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.

Annual Measurable Outcomes

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.

Actions/Services

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.

Analysis of In-Person Instructional Offerings

- 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.

Analysis of the Distance Learning Program

- 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.

Analysis of Pupil Learning Loss

- 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.

California Department of Education
January 2021

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
[Insert LEA Name here]	[Insert Contact Name and Title here]	[Insert Email and Phone here]

Plan Summary [LCAP Year]

General Information

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

[Respond here]

Reflections: Successes

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

[Respond here]

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.

[Respond here]

LCAP Highlights

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

[Respond here]

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.

[Identify the eligible schools here]

Support for Identified Schools

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

[Describe support for schools here]

Monitoring and Evaluating Effectiveness

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

[Describe monitoring and evaluation here]

Stakeholder Engagement

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

[Respond here]

A summary of the feedback provided by specific stakeholder groups.

[Respond here]

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

[Respond here]

Goals and Actions

Goal

Goal #	Description
[Goal #]	[A description of what the LEA plans to accomplish.]

An explanation of why the LEA has developed this goal.

[Respond here]

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
[Respond here]	[Respond here]	[Insert outcome here]	[Insert outcome here]	[Insert outcome here]	[Respond here]
[Respond here]	[Respond here]	[Insert outcome here]	[Insert outcome here]	[Insert outcome here]	[Respond here]
[Respond here]	[Respond here]	[Insert outcome here]	[Insert outcome here]	[Insert outcome here]	[Respond here]

Actions

Action #	Title	Description	Total Funds	Contributing
[Action #]	[A short title for the action; this will appear in the expenditure tables]	[A description of what the action is; may include a description of how the action contributes to increasing or improving services]	[\$ 0.00]	[Y/N]
[Action #]	[A short title for the action; this will appear in the expenditure tables]	[A description of what the action is; may include a description of how the action contributes to increasing or improving services]	[\$ 0.00]	[Y/N]
[Action #]	[A short title for the action; this will appear in the expenditure tables]	[A description of what the action is; may include a description of how the action contributes to increasing or improving services]	[\$ 0.00]	[Y/N]

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.

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
[Insert percentage here]%	[Insert dollar amount here]

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.

[Provide description here]

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

[Provide description here]

Instructions

[Plan Summary](#)

[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.

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 2021–22 .	Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2022–23 . Leave blank until then.	Enter information in this box when completing the LCAP for 2023–24 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 . Leave blank until then.	Enter information in this box when completing the LCAP for 2023–24 .

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.

Local Control and Accountability Plan (LCAP) Expenditure Tables Template

Developed by the California Department of Education, January 2020

LCAP Parent Advisory Committee (PAC)

November 2020 (Updated 2.8.21)

Recommendations to Inform Development of the 2021-22 to 2023-24 Local Control and Accountability Plan

The LCAP Parent Advisory Committee (PAC) submits the following recommendations to inform the district's development of the 2021-22 to 2023-24 Local Control and Accountability Plan (LCAP). The recommendations are based on the sum of the PAC's efforts over the 2019-20 year and 2020-21 meetings to date. They build upon the priorities shared in the PAC's June 2020 presentation to the board and the efforts to support development of the Learning Continuity and Attendance Plan this past summer and fall.

In past years, the LCAP has traditionally submitted comments and recommendations to the developing LCAP draft. This has resulted in submission during the final months of the academic year, following much of the key decision-making that occurs in the early spring. In 2019-20 the PAC set the goal to provide recommendations earlier in the LCAP process so that parents could more authentically inform the development of the plan.

The recommendations that follow are guided by four overarching priorities. These include:

- **Coherence and consistency in the provision of a foundational educational program and experience for all students**
- **Equitable opportunities, experiences, and outcomes**
- **Disruption of the status quo - Acting on opportunities for radical changes to programs and practices**
- **Implementation of a Multi-Tiered System of Supports (MTSS)**

The PAC looks forward to continuing its engagement in the LCAP development process, including providing additional input when the draft LCAP becomes available.

Priority Area		Recommendations
Foundational Educational Experience for All students at All school sites	Robust and Equitable School Program	<ul style="list-style-type: none">● All students have access to a program with arts, sports, and after-school programs (No 'pay to play')● Specialty program and GATE program demographics are representative of the district overall.● GATE Instruction: Increased access to testing, availability at all schools, and GATE PD/certification for teachers.
	Curricular and Instructional Practices	<ul style="list-style-type: none">● Coherent, consistent, and effective implementation of UDL practices (supported by training and coaching)● All classrooms use the district's adopted instructional materials and the common assessments - staff are identified to ensure administration and monitoring● Core Academic Instruction in an MTSS framework with Differentiation in all classrooms● Effective implementation of Integrated and Designated ELD● Develop and implement a master plan for English Learner Success

Priority Area		Recommendations
Integrated Supports for Students	Tiered Supports <ul style="list-style-type: none"> Provision is guided by data-based decision making Proactive identification of student needs 	<ul style="list-style-type: none"> Increased staffing of counselors to provide mental health, supports, academic advising, and college/career guidance Tutoring and extra periods of instruction for high needs students Provide structured, multisensory reading intervention in all schools for all struggling readers Tiered reengagement of unengaged students including attendance interventions
	Expansion and Improvement of Student Support Centers and wrap-around services	<ul style="list-style-type: none"> Liaisons/Case Managers for students with the highest needs Individual Student Support Plans for students with the highest needs Regular mental health and social-emotional check-ins to assess needs Services for Homeless Youth and Foster Youth Student Support Centers at all school sites
Recruit, Develop, and Retain a Highly Qualified Instructional Staff	Hiring, Recruitment, and Retention	<ul style="list-style-type: none"> Shift the district's start date earlier in August in order to maximize competitive advantage in the hiring landscape (this also benefits students academically in multiple ways, and in work) Incentivize teachers to go to target schools
	Professional Development and Training <ul style="list-style-type: none"> Mandatory training with clear identification of which staff are required to complete Unification of components (Ex: MTSS, inclusive practices) Effectiveness measured by continuous improvement science 	<ul style="list-style-type: none"> Increased Instructional Coaching (number of math and literacy) to reduce site case-loads. More equitable assignment of coaches to school sites <p>Specific professional development needs include:</p> <ul style="list-style-type: none"> Alignment of instruction to Scope and Sequence Training for all staff to improve supports for students with disabilities SEL, Trauma-informed practices, mental health, and Adverse Childhood Experiences (ACES) Implicit Bias, Anti-bias, Anti-racism, and gender issues Restorative practices, restorative justice, and anti-bullying Training for instructional aides
Empower and Engage Families	Capacity Building	<ul style="list-style-type: none"> Resources and capacity building opportunities for parents/guardians to support learning at home, including how to access/use technology Inclusion of parents in site and district decision making Effective staff support and translation services for all stakeholder groups (DELAC, AAAB, CAC)
	Communication	<ul style="list-style-type: none"> Regular communication between home and school Increased translation/interpretation capacity for all parents Designated staff who are points of contact for specific student needs and/or student groups (ex; SWD, EL) Genuine relationship building (More than just email & robocalls) Building effective survey practices and communication practices based on data

Plan Development and Evaluation	<ul style="list-style-type: none"> Use of targeted funding to specifically support students with the highest needs Aligned metrics and target outcomes to evaluate effectiveness of actions (Example: Reflection/Report to assess use of Collaboration Time) Increase amount of total budget represented in the LCAP Provide full picture of funding for identified LCAP actions (Show all funds included actions) Increase the level of detail in descriptions of actions Increased alignment to site planning (SPSAs) and district support to achieve site goals
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 7.4

Meeting Date: March 4, 2021

Subject: Approve Memorandum of Understanding (MOU) Special Education Assessments While in a Distance Learning Model and AB1200 Disclosure

- 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 MOU between SCUSD and SCTA regarding providing Special Education One-to-One Assessments.

Background/Rationale: The MOU contains the following key provisions:

1. The MOU allows the District to conduct special education assessments in-person, which means the District's students who required an assessment that could not be performed virtually will now, for the first time since mid-March 2020, receive an assessment for purposes of identifying them as a student with a disability and ensuring they receive necessary services and supports or monitoring the progress of our previously identified students with disabilities thereby allowing adjustments as needed to the services and supports they are currently receiving.
2. Staff who volunteer will return to our campuses for purposes of conducting these assessments in-person.
3. Staff who work outside of their school day to address the backlog of assessments will receive additional compensation at their hourly rate for up to a total of 10 hours in a week.
4. While the District and SCTA continue to discuss air filtration and ventilation, these assessments will take place at school site classrooms with at least a MERV 13 level air filter or outside of the classroom where space is available and privacy can be maintained.
5. Beginning work on these assessments and reaching the District's goal of reducing the backlog of assessments by 20% each month will move the District forward toward compliance with the January 19, 2021 CDE directive to the District.
6. If the District does not get a sufficient number of volunteers from its teachers and specialists who are credentialed to conduct these assessments, the agreement

allows the District to work with outside agencies and retirees for support in reducing the backlog of assessments.

7. The agreement provides for personal protective equipment and safety mitigation measures to ensure that our employees who conduct these assessments in-person and the students being assessed are safe and state and local health guidelines are followed.

Financial Considerations: The direct expenses related to this Agreement are capped at \$4 Million. Additional expenses would be incurred for working with outside agencies and/or retirees to reduce the backlog of assessments.

LCAP Goal(s): Family and Community Empowerment; Operational Excellence

Documents Attached:

1. MOU Special Education Assessments
2. CDE Investigation Report of January 19, 2021

<p>Estimated Time of Presentation: 10 Minutes. Submitted by: Christine Baeta, Chief Academic Officer; Raoul Bozio, In House Counsel Approved by: Jorge A. Aguilar, Superintendent</p>
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Proposed Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)
Special Education Assessments While in a Distance Learning Model

February 26, 2021

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (“District” or “SCUSD”) and the Sacramento City Teachers Association (“SCTA”), collectively “the Parties” regarding in-person special education assessments while the District is in a distance learning model.

1. The District is responsible for providing Special Education assessments as required by state and federal law.
2. Legally required special education assessments that cannot be effectively, reliably, or otherwise conducted virtually will be provided in-person on a one-to-one basis, that is, one teacher or service provider and one student, unless a student’s needs specifically requires an additional staff person.
3. Staffing may include a teacher/service provider, and including but not limited to program specialist, school psychologist, school nurse, school social worker, speech therapist, behavior specialist.
4. Participation by District employees represented by SCTA shall be on a voluntary basis. If there is an insufficient number of qualified unit member volunteers available to conduct the required, in-person special education assessments set forth in #2, above, to conduct in-person special education assessments to meet the District’s goal of completing 20% of overdue assessments per month through June 30, 2021, the District may seek outside contractors or retirees to conduct the in-person assessments. The District will provide SCTA with the number of outside contractors or retirees hired to conduct such in-person assessments, and any and written agreements between the District and such service providers. Additionally, the use of outside contractors or retirees in this extraordinary, temporary situation, shall not constitute a waiver of the District’s prior agreement with SCTA that prohibits subcontracting of bargaining unit work.
5. Participating SCTA-represented employees who commence providing assessment may elect to withdraw from participation. Employees who withdraw will be make reasonable efforts to provide at least 48-hour notice to the District prior to withdrawing.
6. In-person assessment will be conducted during the regular work hours of the employee. The District agrees to adjust the workload for those staff who are conducting the assessments during regular hours to accommodate the extra time required to conduct the assessments.
7. In order to minimize the disruption to student instruction and meet the District’s goal of completing 20% of overdue Special Education assessments each month, the District will authorize, as needed, additional hours outside of the employee’s workday (up to a total of ten hours per week for full-time employees with part time employees provided a pro-rata amount) to conduct assessments of students with suspected disabilities or disabilities, write IEP reports and complete other IEP paperwork, effective upon the execution of this agreement. Such additional hours will be paid at the employee’s Hourly Contractual Rate. For purposes of this paragraph, the employees eligible for additional hours are those on the IEP teams for the overdue Special

Education assessments. The total amount to be paid to bargaining unit members on those IEP teams pursuant to this paragraph shall not exceed \$4 million for the remaining four months of the 2020-2021 school year (March, April, May, and June).

8. In-person Special Education assessments will occur only by appointment.
9. For assessments conducted outside of the employee's regular workday, if the scheduled student is absent without providing at least a six-hour notice, the SCTA-represented employee shall be paid for assessing another available student or for completing assessment reports.
10. In-person assessment will occur either outdoors (when confidentiality can be maintained) or in an approved room or area with sufficient space for full compliance with state and county health and safety guidelines and agreed-upon social distance protocols and appropriate ventilation, air filtration and air circulation. Standards for classrooms to be approved for in-person Special Education assessments are set forth below.
11. Within ten (10) days of the execution of this agreement, each group of professionals (i.e. Psychologists, Speech Specialists, Behavior Intervention Specialists, School Nurses, Social Workers, Special Education Teachers, and other affected job classifications) who may be conducting in-person assessments under these circumstances, will use existing paid time provided by the Collective Bargaining Agreement designated to meet to collaboratively discuss appropriate and valid assessment batteries under current assessment conditions and develop a list of needed materials and supplies. This will include consideration of assessments that are conducted virtually.
12. The District will provide the needed assessment supplies and materials to provide appropriate and safe virtual and in-person special education assessments. This may include alternative tools or technologies to facilitate social distancing as appropriate to each discipline; separate testing materials to eliminate cross contamination; and additional test kits, and other materials.
13. While the District and SCTA continue to discuss the filtration and ventilation standards for the rooms to be used for in-person Special Education Assessments, the District will commence in-person special education assessments only in those classrooms or other alternative spaces that are equipped with a centralized HVAC system that provides air filtration with a minimum efficiency reporting value (MERV) 13 or better. The assessments may be provided in locations other than the home school of the student if classroom or workspace that meets this standard is not available at the student's home school. The District will provide a verification form signed by Assistant Superintendent for Facilities that identifies which classrooms by worksite are equipped with a centralized HVAC system that provides air filtration with a minimum efficiency reporting value (MERV) 13 or better.
14. The District expects to reduce the District's overdue assessments by twenty percent (20%) per month in addition to completing any assessments that are due in a given month.

In addition to abiding by Cal-OSHA standards and guidelines established by the California Department of Public Health and the Sacramento County Department of Public Health (SCDPH) regarding school re-openings, in-person Special Education assessments may commence when the following health and safety conditions and protections have been met and verified:

- A. COVID Testing, Daily Screening, Contact Tracing:
 1. COVID TESTING: Used in combination with other mitigation strategies, COVID testing is an additional strategy to support safer in-person instruction. Testing may allow for early identification of cases and exclusion from school to prevent transmission. A negative test

provides information only for the moment in time when the sample is collected. Individuals may become infectious shortly after having a negative test, therefore the District must maintain all other public health strategies already in practice. Before students return to school sites for in-person assessments, the District shall provide voluntary COVID testing to all students and staff assigned to return to any school or worksite. The District shall continue to make free voluntary asymptomatic COVID testing available to students and staff during normal work hours with every effort made to ensure result turnaround time within forty-eight (48) hours of testing. The District shall continue asymptomatic testing students and staff at least every two (2) weeks while Sacramento County remains in the “red tier” (or more frequently as indicated in the CDPH School Guidance testing cadence when community case rates are higher). Non-District staff shall be tested at the same cadence as District staff for so long as non-District personnel are providing services at the school or District site where District personnel will come into contact with non-District personnel. The District shall also adhere to Cal-OSHA testing requirements during an “outbreak” (3 or more COVID cases at a Cal-OSHA defined exposed workplace per 14-day period) and a “major outbreak” (20 or more COVID cases at a Cal-OSHA defined exposed workplace per 30 days) that call for immediate testing and weekly tests for employees during an outbreak, and immediate testing and twice weekly testing for employees during a major outbreak, among other measures.

2. **CONTACT TRACING:** In coordination with the Sacramento County Department of Public Health, SCUSD will provide comprehensive contact tracing and on-going communication to staff and school community to communicate the risk and minimize the spread among students, staff and their families.
3. **DAILY SCREENING:** Site-based, daily screenings will be verified by identified staff trained in screening protocols.

B. Participant Protections:

1. The District will provide daily health screenings for all staff, students and parents or guardians who enter a campus, classroom, and meeting space that has been verified by the Assistant Superintendent for Facilities, as set forth in paragraph 13 above.
2. All students, staff and parents/guardians are required to wear face coverings at all times.
3. If a child refuses to keep a mask or face covering on when testing, the assessor will reschedule the assessment. In situations where a student is not able to wear a face covering due to a developmental delay, medical condition, mental health condition or disability, each student’s needs will be considered in consultation with their health provider and parent/guardian, ensuring health and safety regulations are followed for the safety of all participants. If a medical recommendation is made for a student not wearing a mask, the assessment shall be provided using staff PPE, including but not limited to face covering and face shield.
4. Social distancing will be followed, and guidelines will establish no less than six (6) feet separation.
5. Hand sanitizer will be provided for all staff, students and parents/guardians.
6. Each facility will have a pre-designated drop-off and pick-up location for students.
7. Each classroom will be sanitized on at least a daily basis, and after each assessment.
8. Individuals may wear a face covering of their own choosing that meets the state and county guidelines, however, face coverings will be available to individuals if needed. The District will provide each SCTA-represented employee, parent/guardian and student with mutually-approved Face Coverings sufficient to accommodate the specific assessment being administered.
9. Face Shields will be provided for staff and student upon the request of the staff person or student.

10. Classrooms will be equipped with Plexiglass barriers or shields, or both.
11. The District will provide hand sanitizer or hand washing stations at each location, as well as disinfectant, which may be wipes or sprays.
12. The District will provide enough assessment materials and school supplies (e.g. pens, pencils and paper) so that materials will only be used once per day. The District will sanitize materials after each use, as necessary.
13. Students and parents will be directed to use the public restroom.

This MOU addresses only the in-person Special Education assessments set forth in this MOU for the 2020-21 school year and does not preclude continued discussion between the District and SCTA on additional in-person assessments and other working conditions related to the reopening of schools.

This MOU expires on June 30, 2021 unless the Parties mutually agree, in writing, to extend it.

For the District:



Superintendent
Jorge A. Aguilar

Date: 2/27/21

For SCTA:



President
David Fisher

Date: 2/27/21

CALIFORNIA DEPARTMENT OF EDUCATION
Investigation Report
Case S-0297-20/21

Public Agency Jorge Aguilar, Superintendent Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824	Complainant Lauren Lystrup 2111 J Street, Suite 406 Sacramento, CA 95816
Special Education Director Becky Bryant, Director, Special Education Sacramento City Unified School District	Parent Various
Special Education Local Plan Area (SELPA) Becky Bryant, Director Sacramento City Unified SELPA	Student Various
Complaint Received November 20, 2020	Report Mailed January 19, 2021

INVESTIGATION PROCEDURES

The investigation and conclusions are based on the investigator’s review of materials and documents provided by the Complainant and the District, as well as telephone contacts with the Complainant on December 2, 2020, and the District on December 16, 2020. Emails were exchanged with the Complainant on November 24 and December 2 and 23, 2020, and January 7, 2021, and the District on December 3, 16, 17, 22, 23, 24, and 30, 2020, and January 4 and 8, 2021.

This is a student specific complaint that also alleges district-wide issues for other similarly situated District students. The student in the case is referred to as “Student One.” Other District students are referred to as “Students.”

A complaint filed with the California Department of Education (CDE) shall allege a violation of the federal Individuals with Disabilities Education Act (United States Code, Title 20, sections 1400 et seq.), or a provision of this part, that occurred not more than one year before the date the complaint is received by the CDE, pursuant to California *Education Code (EC)* Section 56500.2 and *Code of Federal Regulations*, Title 34 (34 *CFR*), Section 300.153(c).

The investigation period associated with this complaint investigation is November 20, 2019, to November 20, 2020; however, the report includes a chronology of events outside of the one-year timeframe to provide context.

SUMMARY OF THE ALLEGATION

The Complainant alleges the District failed to comply with requirements pertaining to evaluations set forth in *EC* Section 56043(f)(1), when the District did not conduct or complete special education assessments for students within 60 days of receiving signed assessment plans since June 1, 2020.

APPLICABLE CITATIONS

EC Section 56043(f)(1) implements 34 *CFR* Section 300.303.

EC Section 56043(f)(1) requires:

(f)(1) An individualized education program [IEP] required as a result of an assessment of a pupil shall be developed within a total time not to exceed 60 calendar days, not counting days between the pupil's regular school sessions, terms, or days of school vacation in excess of five schooldays, from the date of receipt of the parent's or guardian's written consent for assessment, unless the parent or guardian agrees in writing to an extension, pursuant to Section 56344.

FINDINGS OF FACT

Student One

1. Student One was ten years old and in the fourth grade during the timeframe of the complaint and qualified for special education under the eligibility category of emotional disturbance with a secondary category of other health impairment. The student's triennial reevaluation was due by April 17, 2020. An IEP amendment meeting was held on May 29, 2019, where the educational rights holder expressed concerns about further assessment for student; and on June 13, 2019, the District provided the educational rights holder an early assessment plan for the triennial evaluation. The District began assessing the student in September 2019. The student was not enrolled in the District from October to December 2019. On June 1, 2020, the District convened an annual and interim IEP meeting where a new assessment plan was created to include an updated psychoeducational assessment since the IEP team never reviewed the September 2019 assessment information. Evidence for this finding is based on the June 13, 2019, assessment plan; the June 1, 2020, IEP, signed by the educational rights holder in agreement but with exceptions not related to assessments on June 26, 2019; the June 1, 2020, assessment plan, and the January 4, 2021, email from the District to the CDE.
2. The last day of the 2019–20 school year was May 28, 2020. Evidence for this finding is based on the District's 2019–20 calendar.

3. The educational rights holder provided the District with the signed June 1, 2020, assessment plan on June 26, 2020. Evidence for this finding is based on the June 1, 2020, assessment plan, signed in consent on June 26, 2020.
4. From May 29 to September 2, 2020, the District was closed due to summer vacation. The first day of school was September 3, 2020, requiring the student's assessments to be completed and an IEP meeting held to discuss the assessment results, by November 2, 2020. Evidence for this finding is based on the District's 2019–20 and 2020–21 calendars.
5. On October 28, 2020, the District convened an IEP meeting for the student. The student's assessments had not been completed, and the IEP team discussed the student's pending assessments. The District stated that due to the student's needs, assessments would have to be completed in person; however, due to the Coronavirus Disease 2019 (COVID-19) pandemic, the District was not conducting in-person assessments. Evidence for this finding is based on the October 28, 2020, IEP, signed by the educational rights holder in agreement but with exceptions on November 19, 2020.
6. The District acknowledges that it has not completed the student's assessments to date. Evidence for this finding is based on the December 24, 2020, District response to the complaint.

District Wide Assessments

7. On March 16, 2020, the District closed due to COVID-19 and reopened via distance learning on April 13, 2020. Evidence for this finding is based on the District's December 24, 2020, response.
8. The District has special education policies and procedures in place for documenting and responding to initial special education evaluations, re-evaluations, and related procedural safeguards for parents and timelines as required by state and federal regulations. Evidence for this finding is based on the District special education policies and procedures, administrative regulation-6164.4, dated November 16, 1998, and April 15, 2002, and the District's 2018–19 special education handbook.
9. As of October 9, 2020, the District counted 325 initial assessments overdue and did not provide numbers for the initial assessments actually conducted, nor for the number of re-evaluations administered or overdue. Additionally, the District counted over 1,000 triennial assessments overdue and did not provide numbers for the triennial assessments actually conducted. The District acknowledges that during the period of time when schools have been closed due to the COVID-19 pandemic, when the District was only open for distance learning, it has not been able to complete assessments or hold IEP meetings to discuss those assessments, within 60 days of receiving parental consent. Evidence for this finding is based on the

March 2020 to November 2020 student lists; the December 24, 2020, District response to the complaint; and the January 8, 2021, email from the District to the CDE.

Conclusion (Student One)

The District failed to meet the requirements of *EC* Section 56043(f)(1). The District did not complete special education assessments within 60 days of receiving the educational rights holder's consent to assess the student. **The District is out of compliance.**

Conclusion (District Wide Assessment)

The District failed to meet the requirements of *EC* Section 56043(f)(1). The District did not, during the period of COVID-19 distance learning, submit evidence of either completing special education assessments as listed on signed assessment plans, or convening IEPs to discuss the results of said assessments, within 60 days of receiving parental consent. **The District is out of compliance.**

SUMMARY CONCLUSION

The District failed to meet the requirements of *EC* Section 56043(f)(1). The District did not provide evidence of administering, conducting, or completing initial and triennial special education assessments, or holding related IEP meetings within 60 days, during the period of physical school closure, from June 1 to November 20, 2020, when the District was open for distance learning. **The District is out of compliance.**

REQUIRED CORRECTIVE ACTIONS

Student One

1. For Student One, on or before February 22, 2021, the District shall provide evidence that it has completed the student's assessments, convened an IEP meeting to review them, and determined the student's services. If the IEP team determines compensatory services are needed, over and above the regular IEP services for the student, the District shall also provide the educational rights holder a plan for the provision of compensatory services, if agreed to by the educational rights holder, based on the delay in completing the assessments and timely holding and completing the IEP. Acceptable evidence should include a copy of the completed assessment report(s), the completed IEP, and the compensatory service plan if applicable.

Student One and District Wide

2. On or before February 2, 2021, the District special education director or designee shall provide this report to the District's board of education. Acceptable evidence should include a copy of the meeting notes.
3. On or before February 2, 2021, the District shall provide a training to all District special education assessment administrators, school site special education case managers, and assessment service providers, regarding *EC* Section 56043(f)(1) and the findings of this case, with a directive to comply with the law. Acceptable evidence should include a copy of the training agenda and a list of recipients and training participants, including their titles and verification of attendance. Training by webinar or other electronic means is acceptable, and dividing training sessions to accommodate the scheduling needs of attendees is acceptable.
4. On or before February 2, 2021, the District shall provide the CDE a list of students who have either an overdue initial or triennial reevaluation assessment. The list shall include the name of the student, the original initial/triennial due date, the current progress on the students' assessments, and the date in which an IEP meeting will be held to review assessment data. Acceptable evidence should include a copy of the list.
5. On or before February 2, 2021, the District shall develop a plan, using the information in the list prepared in response to corrective action four above, that ensures all overdue assessments from March to November 20, 2020, will be completed by July 30, 2021. The plan must include the number of assessments that will be completed weekly and by whom, whether District staff or qualified, non-District, contracted assessors. Acceptable evidence should include a copy of the plan.
6. On or before February 19, 2021, the District shall provide evidence of written communication with the individual affected parents/guardians of the students in the lists compiled corrective action 4, that describes the District's plan for completing the individual student assessments respectively. Acceptable evidence should include copies of the letters.
7. On or before July 30, 2021, the District shall have provided the CDE with weekly spreadsheets or weekly reports, between the date of this report and July 30, 2021, showing outstanding assessments and IEP meetings to discuss assessments completed, as identified in the plan prepared in response to corrective action five above. Acceptable evidence should include a copy of the weekly spreadsheet or report.
8. On or before July 30, 2021, based on the students' completed IEPs, if the IEP teams determine compensatory services are needed, over and above the regular IEP services for the students respectively, the District shall provide letters to the parents/guardians respectively, with a plan for the provision of compensatory services

as appropriate, if agreed to by the parent/guardian, based on the delay in completing the assessments and timely holding and completing the IEPs. Acceptable evidence should include a copy of the students' IEPs and plans for providing compensatory services over and above the regular services already included in the students' IEPs, if applicable.

RECONSIDERATION NOTICE

The findings in this investigation report are specific to this case. While general rules are cited, findings in other investigations may differ due to the facts and issues in each case.

Within 30 days of the "Report Mailed" date on this CDE report, either party may request reconsideration [*California Code of Regulations*, Title 5, Section 3204]. The request for reconsideration must state and explain the reason for the request based on one or more of the following:

1. The report lacks material findings of fact
2. The material findings of fact in the report are unsupported
3. The legal conclusion in the report is inconsistent with the law
4. The corrective actions in the report fail to provide proper remedy

Pending the Superintendent's reconsideration, the Department report, including corrective actions remains in effect and enforceable.

A request for reconsideration of the CDE's Investigation Report must be postmarked within 30 days of the "Report Mailed" date on the CDE report and sent to:

Ana Marsh, Education Administrator II
Complaint Resolution Unit
California Department of Education
1430 N Street, Suite 2401
Sacramento, CA 95814
916-445-4623 Phone
916-327-8878 Fax

Evidence of required corrective actions or questions regarding corrective actions shall be directed to:

Donna DeMartini, Education Administrator I
Focused Monitoring and Technical Assistance Unit Two
California Department of Education
1430 N Street, Suite 2401
Sacramento, CA 95814
916-445-4632 Phone
916-327-0326 Fax

If compliance is determined in this investigation and no corrective actions are required, consider this case closed.

Ana Marsh
Education Administrator II
Complaint Resolution Unit

Melissa Branson
Education Administrator I
Complaint Investigation Unit I

Jane Canty
Education Administrator I
Complaint Investigation Unit II

California Department of Education
Special Education Division

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

For submission to the governing board and the county superintendent of schools,
and in accordance with the public disclosure requirements of AB-1200 (Statutes 1991, Chapter 1213)
as revised by AB 2756 (Statutes of 2004), and G.C. 3547.5 (Statutes of 2004, Chapter 25).

Sacramento City Unified School District School District

BARGAINING UNIT: Sacramento City Teachers Association

Certificated Classified

PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on: 3/1/2021
and ending on: 6/30/2021

If this agreement is part of a multi-year contract, indicate ALL fiscal years covered:

Fiscal Years:	N/A		
Reopeners: Yes or NO ?			

if Yes, What Areas? N/A

To be acted upon by the Governing Board at its meeting on:	3/4/2021
Date of governing board approval of budget revisions	3/18/2021
Budget Revisions to be submitted no later than 45 days after approval:	3/19/2021

Provide a copy of the board-approved budget revisions and board minutes within 45 days.

If the board-approved revisions are different from the proposed budget adjustments provide a detailed report upon approval of the district governing board.

GENERAL

STATUS OF ALL BARGAINING UNIT AGREEMENTS

	Unit	Status	# FTE Represented
Certificated:	SCTA	not settled	2210.7
Classified:	all other bargaining groups	not settled	1253.5
Other:	Non-represented	not settled	257.3

NARRATIVE OF AGREEMENT:

Provide a brief narrative of the proposed changes in compensation and attach a copy of the Tentative Agreement.

The memorandum of understanding (MOU) is between the Sacramento City Unified School District and the Sacramento City Teachers Association regarding in-person special education assessments while the District is in a distance learning model. The total amount to be paid to bargaining unit members on those IEP teams pursuant to the MOU shall not exceed \$4 million for the remaining four months of the 2020-2021 school year (March, April, May, and June).

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Sacramento City Unified School District School District

COMPENSATION PROVISIONS

SALARIES: PERCENTAGE INCREASE/DECREASE IN SALARIES IN PROPOSED AGREEMENT:

COMPENSATION		Fiscal Impact of Proposed Agreement			
		Current Year	Year 2	Year 3	
		2020-21	2021-22	2022-23	
1a.	Salary cost before agreement (latest board approved budget and multi-year projection)	\$ 198,157,609	\$ 200,822,149	\$ 203,528,255	
1b.	Step & Column Increase (Decrease) included in total salary cost	0.00%	1.60%	1.60%	
1c.	Statutory benefits cost before agreement (latest board approved budget)	\$ 39,829,679 20.10%	\$ 38,256,619.38 19.05%	\$ 43,046,225.93 21.15%	
1d.	CY Health & Welfare Benefits cost before agreement	\$ 51,483,245	\$ 55,859,320	\$ 60,328,066	
2.	Step & Column - Increase (Decrease) due to settlement	Cost (=/-)	\$ -	\$ -	\$ -
		Percent	0.00%	0.00%	0.00%
3.	Salary Schedule - Increase (Decrease) due to settlement	Cost (=/-)	\$ -	\$ -	\$ -
		Percent	0.00%	0.00%	0.00%
4.	Other Compensation - Increase (Decrease) (Stipends, bonuses, retro pay. Etc.)	Cost (=/-)	\$ 4,000,000	\$ -	\$ -
		Percent	2.02%	0.00%	0.00%
		Description			
5.	Other Salary changes - increase (decrease) FTE	Cost (=/-)	\$ -	\$ -	\$ -
		FTE		-	-
6.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, OASDI, Medicare etc.	Cost (=/-)	\$ 804,000	\$ -	\$ -
		Percent	2.02%	0.00%	0.00%
		Description			
7.	Health & Welfare Benefits - Increase (Decrease) (Medical, Dental, Vision, Life Insurance, etc.)	Cost (=/-)	\$ -	\$ -	\$ -
		Percent	0.00%	0.00%	0.00%
		Description			
8a.	Total Salary - Increase (Decrease) (total Lines 2 - 5)	Cost (=/-)	\$ 4,000,000	\$ -	\$ -
		Percent	2.02%	0.00%	0.00%
8b.	Total Salary Increase including step (lines 1b + 8	2.02%	1.60%	1.60%	
8c.	Total Salary after settlement	\$ 202,157,609	\$ 200,822,149	\$ 203,528,255	
9a.	Total Compensation - Increase (Decrease) (total Lines 2 - 6)	Cost (=/-)	\$ 4,804,000	\$ -	\$ -
		Percent	1.66%	0.00%	0.00%
9b.	Total compensation after settlement	\$ 294,274,533	\$ 294,938,088	\$ 306,902,547	
10.	Total Compensation Cost for AVERAGE Represented Employee - Increase (Decrease)	FTE	2,210.70	2,210.70	2,210.70
		Pre-Settlement	\$ 126,900	\$ 126,900	\$ 126,900
		Post Settlement	\$ 126,900	\$ 126,900	\$ 126,900
		Percent	0.00%	0.00%	0.00%
11.	Cost of 1% after above compensation (salary and statutory benefits)	\$ 2,427,913	\$ 2,390,788	\$ 2,465,745	
12.	Please indicate if Health/Welfare Benefit Capped : <i>(Indicate details such as different caps per health plans or any super composite rates)</i>				
	Benefits are not capped.				
	Current Cap: Proposed Cap: Average Capped Amount increase per employee		\$ -	\$ -	0%

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Sacramento City Unified School District School District

OTHER PROVISIONS (COMPENSATION AND NON-COMPENSATION)

The following are additional compensation and non-compensation provisions contained in the proposed agreement:
(Please indicate, in detail, the terms of the agreement covered in each section)

13.	<p>OTHER COMPENSATION: Off-Schedule Stipends, Bonuses, etc. (amounts, staff affected, total cost)</p> <p>One-time compensation not to exceed \$4 million for overdue Special Education assessments.</p>
14.	<p>CONCESSIONS: Furlough Days, Salary Reductions, etc. (staff affected, total savings)</p> <p>None</p>
15.	<p>NON-COMPENSATION: Class Size Adjustments, Staff Development Days, Teacher Prep Time, etc.</p> <p>Be specific.</p>
16.	<p>Please include any additional comments and explanations as necessary to explain the settlement, including. If there will be composite rates, or any other specifics on any compensation changes, include specifics such as amount saved, staff affected, and total cost:</p> <p>The MOU will expire 6/30/21.</p>
17.	<p>What are the specific impacts on instructional and support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations</p> <p>Complete 20% of overdue assessment per month through June 30, 2021. Assessments not completed will be contracted out to service providers.</p>
18.	<p>CONTINGENCY AND/OR RESTORATION LANGUAGE: Include specific areas identified for reopeners and specific contingency and/or restoration language.</p>

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

FISCAL IMPACT IN CURRENT YEAR AND TWO SUBSEQUENT YEARS

Sacramento City Unified School District

General Fund Combined

Fiscal Year 2020-2021

		(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
		Latest Board- Approved Budget Before Settlement as of: 2020-21 1st Interim	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Including Other Proposed Bargaining Agreements)	Projected District Budget After Settlement of Agreement (Cols. 1 + 2 + 3)
		P2 ADA= 38,208			P2 ADA= 38,208
		LCFF ADA= 38,208			LCFF ADA= 38,208
A. Revenues and Other Financing Sources					
1. LCFF/Revenue Limit Sources	8010-8099	\$ 405,686,927			\$ 405,686,927
2. Federal Revenue	8100-8299	117,415,899			117,415,899
3. Other State Revenues	8300-8599	74,631,469			74,631,469
4. Other Local Revenues	8600-8799	10,071,847			10,071,847
5. Other Financing Sources	8900-8999	2,653,429			2,653,429
6. Total (sum lines A1 thru A5)		610,459,571	-	-	610,459,571
B. Expenditures and Other Financing Uses					
1. Certificated Salaries	1000-1999	\$ 218,893,289	\$ 4,000,000		\$ 222,893,289
2. Classified Salaries	2000-2999	60,528,334			60,528,334
3. Employee Benefits	3000-3999	179,796,196	804,000		180,600,196
4. Books and Supplies	4000-4999	89,053,317	(3,804,000)		85,249,317
5. Services & Other Operating Expd.	5000-5999	87,512,348	(1,000,000)		86,512,348
6. Capital Outlay	6000-6999	3,008,426			3,008,426
7. Other Outgo (no indirect)	7100-7299, 7400-7499	1,110,300			1,110,300
8. Other Outgo - Indirect	7300-7399	(945,591)			(945,591)
9. Other Financing Uses	7600-7699	1,981,864			1,981,864
10. Other Adjustments					
11. Total (sum lines B1 thru B10)		640,938,483	-	-	640,938,483
C. NET INCREASE (DECREASE) IN FUND BALANCE (line A6 minus line B11)					
		\$ (30,478,912)	\$ -	\$ -	\$ (30,478,912)
D. FUND BALANCE					
1. Net Beginning Fund Balance	9791-9795	\$ 93,048,611			\$ 93,048,611
2. Ending Fund Balance		\$ 62,569,699	\$ -	\$ -	\$ 62,569,699
3. Components of Ending Fund Balance					
a. Nonspendable	9711-9719	\$ 330,662			\$ 330,662
b. Restricted	9740	-			-
c. Committed	9750,9760	-			-
d. Assigned	9780	-			-
e. Unassigned/Unappropriated					
1. Reserve for Economic Uncert.	9789	12,765,701	-		12,765,701
2. Unassigned/Unappropriated	9790	49,473,336	-	-	49,473,336
FUND 17 RESERVES	9789,9790				
% of State Required Reserves		9.71%		Meets	9.71%

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in DISCLOSURE tab, #9a, Total Compensation Increase, please explain. Also list any other assumptions used or included in Col. 3:

Column 2	-	Disclosure Tab #9a	4,804,000	Variance	(4,804,000)
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PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

FISCAL IMPACT IN CURRENT YEAR AND TWO SUBSEQUENT YEARS

Sacramento City Unified School District

General Fund Combined

Fiscal Year 2021-2022

	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board- Approved MYP Before Settlement - as of: 2020-21 1st Interim	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Include all adjustments needed to support ongoing costs of agreement)	Projected District MYP After Settlement of Agreement (Cols. 1 + 2 + 3)
	P2 ADA= 38,208			P2 ADA= 38,208
	LCFF ADA= 38,208			LCFF ADA= 38,208
A. Revenues and Other Financing Sources				
1. LCFF/Revenue Limit Sources	8010-8099 \$ 405,457,289			\$ 405,457,289
2. Federal Revenue	8100-8299 44,673,784			44,673,784
3. Other State Revenues	8300-8599 66,153,445			66,153,445
4. Other Local Revenues	8600-8799 10,071,848			10,071,848
5. Other Financing Sources	8900-8999 2,653,429			2,653,429
6. Total (sum lines A1 thru A5)	529,009,795	-	-	529,009,795
B. Expenditures and Other Financing Uses				
1. Certificated Salaries	1000-1999 \$ 215,958,102	\$ -		\$ 215,958,102
2. Classified Salaries	2000-2999 60,159,166			60,159,166
3. Employee Benefits	3000-3999 185,067,553	\$ -		185,067,553
4. Books and Supplies	4000-4999 24,693,366			24,693,366
5. Services & Other Operating Expd.	5000-5999 77,883,758			77,883,758
6. Capital Outlay	6000-6999 2,585,780			2,585,780
7. Other Outgo (no indirect)	7100-7299, 7400-7499 1,110,300			1,110,300
8. Other Outgo - Indirect	7300-7399 (945,591)			(945,591)
9. Other Financing Uses	7600-7699 1,981,864			1,981,864
10. Other Adjustments	(1,250,707)			(1,250,707)
11. Total (sum lines B1 thru B10)	567,243,591	-	-	567,243,591
C. NET INCREASE (DECREASE) IN FUND BALANCE (line A6 minus line B11)				
	\$ (38,233,796)	\$ -	\$ -	\$ (38,233,796)
D. FUND BALANCE				
1. Net Beginning Fund Balance	9791-9795 \$ 62,569,699			\$ 62,569,699
2. Ending Fund Balance	\$ 24,335,903	\$ -	\$ -	\$ 24,335,903
3. Components of Ending Fund Balance				
a. Nonspendable	9711-9719 \$ 330,662			\$ 330,662
b. Restricted	9740 \$ -			-
c. Committed	9750,9760 \$ -			-
d. Assigned	9780 \$ -			-
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncert.	9789 11,291,803			11,291,803
2. Unassigned/Unappropriated	9790 12,713,438	-	-	12,713,438
FUND 17 RESERVES	9789,9790			
% of State Required Reserves	4.23%		Meets	4.23%

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in DISCLOSURE tab, #9a, Total Compensation Increase, please explain. Also list any other assumptions used or included in Col. 3:

Column 2	-	Disclosure Tab #9a	-	Variance	-
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Assumptions used (LCFF Gap funding, COLA, Other Revenue COLAs, Addl/Reduced staffing, etc):

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

FISCAL IMPACT IN CURRENT YEAR AND TWO SUBSEQUENT YEARS

Sacramento City Unified School District

General Fund Combined

Fiscal Year 2022-2023

		(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
		Latest Board- Approved MYP Before Settlement - as of: 2020-21 1st Interim	Adjustments as a Direct Result of this Proposed Settlement	Other Revisions (Include all adjustments needed to support ongoing costs of agreement)	Projected District MYP After Settlement of Agreement (Cols. 1 + 2 + 3)
		P2 ADA= 37,954			P2 ADA= 37,954
		LCFF ADA= 37,954			LCFF ADA= 37,954
A. Revenues and Other Financing Sources					
1. LCFF/Revenue Limit Sources	8010-8099	\$ 403,104,426			\$ 403,104,426
2. Federal Revenue	8100-8299	39,318,034			39,318,034
3. Other State Revenues	8300-8599	66,153,445			66,153,445
4. Other Local Revenues	8600-8799	10,071,848			10,071,848
5. Other Financing Sources	8900-8999	2,653,429			2,653,429
6. Total (sum lines A1 thru A5)		521,301,182	-	-	521,301,182
B. Expenditures and Other Financing Uses					
1. Certificated Salaries	1000-1999	\$ 219,066,949	\$ -		\$ 219,066,949
2. Classified Salaries	2000-2999	61,460,490			61,460,490
3. Employee Benefits	3000-3999	200,304,461	-		200,304,461
4. Books and Supplies	4000-4999	16,755,292			16,755,292
5. Services & Other Operating Expd.	5000-5999	76,695,317			76,695,317
6. Capital Outlay	6000-6999	2,585,780			2,585,780
7. Other Outgo (no indirect)	7100-7299, 7400-7499	1,110,300			1,110,300
8. Other Outgo - Indirect	7300-7399	(945,591)			(945,591)
9. Other Financing Uses	7600-7699	1,981,864			1,981,864
10. Other Adjustments		(2,313,119)			(2,313,119)
11. Total (sum lines B1 thru B10)		576,701,743	-	-	576,701,743
C. NET INCREASE (DECREASE) IN FUND BALANCE (line A6 minus line B11)					
		\$ (55,400,561)	\$ -	\$ -	\$ (55,400,561)
D. FUND BALANCE					
1. Net Beginning Fund Balance	9791-9795	\$ 24,335,903			\$ 24,335,903
2. Ending Fund Balance		\$ (31,064,658)	\$ -	\$ -	\$ (31,064,658)
3. Components of Ending Fund Balance					
a. Nonspendable	9711-9719	\$ 330,662			\$ 330,662
b. Restricted	9740	\$ -			-
c. Committed	9750,9760	\$ -			-
d. Assigned	9780	\$ -			-
e. Unassigned/Unappropriated					
1. Reserve for Economic Uncert.	9789	11,480,966			11,480,966
2. Unassigned/Unappropriated	9790	(42,876,286)	-	-	(42,876,286)
FUND 17 RESERVES	9789,9790				
% of State Required Reserves		-5.44%		Does not Meet	-5.44%

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown in DISCLOSURE tab, #9a, Total Compensation Increase, please explain. Also list any other assumptions used or included in Col. 3:

Column 2	-	Disclosure Tab #9a	-	Variance	-
----------	---	--------------------	---	----------	---

Assumptions used (LCFF Gap Funding, COLA, Other Revenue COLAs, Addl/Reduced staffing, etc):

Additional reductions and one time revenue have been identified since first interim and will be reflected in the second interim report.

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

CERTIFICATION

Sacramento City Unified School District

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB-1200, AB-2756 and GC 3547.5.

To be signed by the District Superintendent AND Chief Business Official upon submission to the Governing Board and by the Board President upon formal Board action on the proposed agreement.

Signatures of District Superintendent and Chief Business Official must accompany copy of disclosure sent to the County Superintendent for Review 10 days prior to board meeting ratifying agreement.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

*District Superintendent
(signature)*

Date

*Chief Business Official
(signature)*

Date

After public disclosure of the major provisions contained in this document, the Governing Board, at its meeting on Mar 4, 2021, took action to approve the proposed Agreement with the Sacramento City Teachers Association Bargaining Unit.

*President, Governing Board
(signature)*

Date



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1a

Meeting Date: March 4, 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

<p>Estimated Time of Presentation: N/A Submitted by: Rose Ramos, Chief Business Officer Jessica Sulli, Contract Specialist Approved by: Jorge A. Aguilar, Superintendent</p>

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>ACADEMIC OFFICE</u>		
California Department of Education A21-00073	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$3,093,976 No Match
<p>12/1/2020 - 6/30/2023: The Early Literacy Support Block (ELSB) Grant Program are awarded to local educational agencies (LEAs) with the 75 California schools that have the highest percentage of students in grade three scoring at the lowest achievement standard level on the State Summative English Language Arts (ELA) assessment. The four schools in the District that have been awarded this grant are AM Winn, Ethel I. Baker, John Sloat, and John Still, impacting 289 students in kindergarten through third grade. Expert leads in literacy, Sacramento County Office of Education (SCOE) and CORE's Pivot Learning will support LEAs to achieve the goal to develop and implement literacy instruction and support programs, particularly focused on literacy in early grades TK/K-3, ultimately resulting in improved student outcomes. Eligible sites are required to form a leadership team to execute tasks for phase one of the three year grant. Leadership teams will/can include teachers from various grade levels, training specialists, reading intervention teachers, and other support staff. Expert leads, SCOE and Pivot/CORE will provide expertise and high-quality professional learning resources to support leadership teams in:</p> <ul style="list-style-type: none"> • Gaining familiarity with the research base related to early literacy success • Identifying the key data that will be used in the root cause analysis and needs assessment • Reflecting on current literacy instruction to inform their two year Literacy Action Plan. <p><u>Grant Outcomes:</u></p> <ul style="list-style-type: none"> • Advance literacy skills of students to ensure that every student will perform at grade level in reading by the end of the third grade • Increase access to high-quality literacy teaching, including using researched based assessments to drive literacy supports • Increase pupil supports, such as expanded learning programs, extended school day, expanded access to the school library • Increase family and community support, such as literacy education training for families, mental health resources to support pupil learning, and trauma-informed practices and support for pupils and families. <p><u>Strategies to Achieve Outcomes:</u></p> <p>The specific strategies for each school's action plan will be selected by individual sites based on the results of their needs assessment. Strategies listed below are examples of allowable usage of grant funds.</p> <ul style="list-style-type: none"> • Purchase of literacy curriculum resources and diagnostic assessment instruments, including professional development for staff on effective use of these resources. • Expanded learning programs, such as before- and after-school programs or summer school. • Extended school day to enable implementation of breakfast in the classroom or library models to support expanded literacy instruction. • Improve school climate, pupil connectedness, and attendance and to reduce exclusionary discipline practices, including in-school suspensions, that may limit a pupil's time in school. • Implementations of research-based social-emotional learning approaches, including restorative justice. • Development of trauma-informed practices and supports, including mental health resources to support pupil learning. • Implementation of a multi-tiered systems of support and the response to intervention approach. • Develop literacy training and education for parents to help develop a supportive literacy environment in the home. • Improve parent and community engagement and communication with parents regarding how to address pupils' literacy needs. 		

<u>ADULT EDUCATION</u>		
US Department of Education A21-00071	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$365,709 No Match
<p>7/17/20 – 7/16/21: The CARES Act Higher Education Emergency Relief Fund-IHE/Student Aid provides funding to institutions to provide emergency financial aid grants to students whose lives have been disrupted, many of whom are facing financial challenges and struggling to make ends meet. Charles A. Jones Career and Education Center was allocated \$182,855 to distribute to eligible Title IV students (for which CAJ uses current Financial Aid distribution channels via check disbursement directly from CAJ), plus an additional grant amount of \$182,854 as an institutional grant.</p> <p>REGARDING THE INSTITUTIONAL GRANT: Section 18004(c) of the CARES Act allows Recipient to use up to 50 percent of the funds received to cover any costs associated with significant changes to the delivery of instruction due to the coronavirus so long as such costs do not include payment to contractors for the provision of pre-enrollment recruitment activities, including marketing and advertising; endowments; or capital outlays associated with facilities related to athletics, sectarian instruction, or religious worship (collectively referred to as "Recipient's Institutional Costs"). Section 18004(c) also requires Recipient to use no less than fifty percent of the funds received to provide emergency financial aid grants to students for expenses related to the disruption of campus operations due to the coronavirus (including eligible expenses under a student's cost of attendance such as food, housing, course materials, technology, health care, and child care).</p>		

<u>SAFE SCHOOLS</u>		
City of Sacramento Police Department A21-00072	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received in 19/20	\$75,000 \$7,500 Match
<p>7/1/20 – 6/30/21: The Gang Violence Suppression (GVS) grant is a program of the State Controller's Office (SCO) codified under California Penal Code 13826.15(a)-13826.65(g). The GVS task force funded by this program is a joint partnership that consists of public entities and community-based organizations that are dedicated to swaying gang involvement and intervening in conflict that leads to violence through prevention. The District understands the impact of trauma and aims to provide supportive services to students and families affected by negative group behavior with this funding. The City of Sacramento Police Department acts as a pass-through entity for the SCO in administering and disbursing grant funds for the program.</p>		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>BUSINESS SERVICES</u>		
Dannis Woliver Kelley A21-00077	3/4/21 – 3/4/26: Attorney will provide bond counsel and disclosure counsel services associated with the issuance and sale of general obligation bonds and other forms of municipal securities as requested by the District. Attorney was selected through a Request for Proposal process that began in November, 2020. The RFP panel determined two firms were qualified to provide services to the District – agreement with the second firm will be submitted for consideration at a future Board meeting.	Transaction Fees Per Attached Agreement Will Be Paid from Bond Proceeds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Sata Collaborates, LLC SA21-00292	2/15/21 – 8/15/21: Ratification is requested for consulting agreement with Sata Collaborates. Contractor will provide consulting services regarding the District's Capital Bond Program, Monitor/Compliance, and Green Initiatives on an interim basis due to vacancy of the Assistant Superintendent, Facility Support Services position. Contract will not exceed \$101,400.	\$35,490 Measure Q
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		\$35,490 Measure R
		\$30,420 General Fund
		Total: \$101,400

SPECIAL EDUCATION

Nonpublic School and Agency Providers	7/1/20 – 6/30/21: Approve new master contract with TLC Child & Family Services and increases to six existing contracts with the below Non-Public Schools and Agencies, approved on August 20, 2020. Current contract reductions will offset the requested increases with a net savings of \$295,323.	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.

S21-00060	New Non-Public School Contract: TLC Child & Family Services	\$100,000
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Non-Public School/Agency Contract Increase

		Increase	New Total
S21-00011	Capitol Academy Inc	\$70,000	\$770,000
S21-00029	Kadiant LLC	\$85,000	\$1,685,000
S21-00039	Point Quest Education Inc	\$150,000	\$1,350,000
S21-00051	Growing Healthy Children Therapy	\$500,000	\$687,400
S21-00054	Change Academy At Lake Of The Ozarks	\$45,000	\$195,000
S21-00057	Devereux Texas	\$30,000	\$190,000

TECHNOLOGY SERVICES

AMS.net, Inc. R21-03228	4/1/21 – Completion of Services: The District issued an RFP for E-Rate Year 24 for Cabling Infrastructure at 10 sites: Earl Warren, John Cabrillo, Leataata Floyd, Luther Burbank, Mark Twain, Oak Ridge, Rosemont, Sequoia, Success Academy and Sutterville in its efforts to provide data network access to all learning spaces on campuses. The selection advisory committee determined that AMS offered the best value to the District between the two responsive proposals received. 85% of the cost will be paid by the E-Rate program and the District is responsible for the remaining 15%.	\$125,817 E-Rate Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		\$22,023 Measure Q Funds
		Total: \$148,020

Grant Award Notification

GRANTEE NAME AND ADDRESS Mr. Jorge A Aguilar, Superintendent Sacramento City Unified 5735 47th Avenue Sacramento, CA 95824-4528				CDE GRANT NUMBER				
				FY	PCA	Vendor Number	Suffix	
				2020	25515	67439	00	
Attention Jeannette Schroeder, ELA Coordinator				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY		
Program Office Serna Center				Resource Code	Revenue Object Code	34		
Telephone 916-643-9403				7810	8590	INDEX		
Name of Grant Program Early Literacy Support Block Grant						0590		
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date		
	\$3,093,976.00		\$3,093,976.00		12/1/2020	6/30/2023		
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency			
<p>I am pleased to inform you that you have been funded for the Early Literacy Support Block Grant.</p> <p>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.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Alice Ng, Associate Governmental Program Analyst Educator Excellence and Equity Division California Department of Education 1430 N Street, Suite 4309 Sacramento, CA 95814-5901</p>								
California Department of Education Contact Erika St. Andre				Job Title Education Programs Consultant				
E-mail Address ESTandre@cde.ca.gov					Telephone 916-323-4861			
Signature of the State Superintendent of Public Instruction or Designee 					Date December 9, 2020			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS								
<i>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.</i>								
Printed Name of Authorized Agent				Title				
E-mail Address					Telephone			
Signature ▶					Date			

Grant Award Notification (Continued)

The California State Budget Act, Senate Bill 98: Education Omnibus Trailer Bill for 2020–21, Section 113 appropriates \$50,000,000 of state General Funds in the 2020–21 fiscal year (FY) to establish the Early Literacy Support Block (ELSB) Grant Program. The grantee will adhere to the guidelines outlined in this legislation and shall:

- Conduct a root cause analysis and needs assessment for each of its eligible schools, develop a three-year local educational agency (LEA) literacy action plan, have the LEA literacy action plan be adopted at a regularly scheduled meeting of the governing board or body of the LEA, and submit its literacy action plan to the California Department of Education (CDE).
- Expend grant funds only on programs or services within one or more of the following categories: (1) Access to high-quality literacy teaching, (2) Support for literacy learning, (3) Pupil supports, and (4) Family and community supports.

The following conditions apply:

1. The grantee shall comply with all state reporting requirements.
2. All funds must be expended or legally obligated by the end of each FY, beginning with the 2020–21 FY, and for not more than the maximum amount indicated on the Grant Award Notification (AO-400). Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. No extensions of this grant will be allowed.
3. Grant funds may be used only to fund supplemental activities targeted for kindergarten and grades one to three, inclusive, and shall not supplant already existing activities being provided by the LEA or at the eligible school. The activities shall be targeted for improvement strategies for pupils in kindergarten and grades one to three, inclusive, at eligible schools.
4. Assurances, certifications, terms, and conditions are requirements of applicants and the grantee as a condition of receiving funds. The signed grant application submitted to the CDE is a commitment to comply with the assurances, certifications, terms, and conditions associated with the grant.
5. The grantee is required to maintain ongoing communication with the CDE. The grantee must provide quarterly reports to the CDE, demonstrating it has made expenditures consistent with the ELSB Grant budget, and must provide annual reports on the achievement toward the actions and goals described and an assessment of progress made on the metrics identified in the ELSB Grant.
6. Upon receipt of the signed A0-400 form, the base funding for conducting the root cause analysis and needs assessment of your grant funds will be released. Please allow four to six weeks for processing your payment. The remainder of the grant funds shall be divided into three yearly allocations. Upon approval of the LEA literacy action plan by the CDE, the grantee shall receive a 90 percent payment of its first-year allocation. Upon the submission of the required annual report and approval by the CDE, the grantee shall receive the final 10 percent allocation for that FY, which will then trigger a 90 percent payment of the following year's allocation, for its second and third year. The final payment may be subject to reduction based upon reported expenditure information.
7. A budget revision is required if expenditures for any budget category exceed 10 percent of the authorized budget item total in the approved budget. The budget revision must be approved by the CDE before expenditures are made.
8. For further information regarding the program, please contact the ELSB Team by email at ELSBgrant@cde.ca.gov.

Early Literacy Support Block Grant School Site Allocation Funding Summary Fiscal Years 2020–2023

After receipt of the signed Grant Award, the California Department of Education (CDE) will provide each local educational agency (LEA) participating in the Early Literacy Support Block (ELSB) grant program a base grant of \$40,000 plus \$10,000 per participating eligible school for development of a Root Cause Analysis, Needs Assessment, and Literacy Action Plan. Upon approval of the Literacy Action Plan, the CDE will disseminate additional funding to LEAs to implement planned activities based on the three funding tiers as follows:

Tier	Three-Year Award	Annual Award FY 2020–21, FY 2021–22, FY 2022–23
Tier 1: Up to 40 students	\$338,823	\$112,941 each year
Tier 2: 41–80 students	\$563,140	\$187,713.33 each year
Tier 3: 81 or more students	\$943,848	\$314,616 each year

Senate Bill 98 Sec. 113 (2)(c): "The State Department of Education shall establish the per-school grant amount for an eligible school based on the school's grade 3 enrollment, with three tiers of funding based on the 2018–19 enrollment of grade 3 pupils at eligible schools." (<https://www.cde.ca.gov/pd/ps/elsbgrantsb98.asp>)

The details of the award to your LEA follow:

Grantee Name and Address:	Mr. Jorge A Aguilar, Superintendent Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824-4528		Grant Number:
			20-25515-67439-00
Project Director:	Jeannette Schroeder, ELA Coordinator		
Phone #:	916-643-9403	Email:	jeannette-schroeder@scusd.edu

Name of School		Base Funding (2020–21)	Additional Funding per School
LEA	Sacramento City Unified School District	\$40,000.00	-----
Site 1:	John D. Sloat Elementary	\$10,000.00	\$563,140.00
Site 2:	A.M. Winn Waldorf Inspired	\$10,000.00	\$563,140.00
Site 3:	John H. Still	\$10,000.00	\$943,848.00
Site 4:	Ethel I. Baker Elementary	\$10,000.00	\$943,848.00
Site 5:			
Site 6:			
Site 7:			
Site 8:			
Site 9:			
Site 10:			
Site 11:			
Total Grant Amount		\$3,093,976.00	

Please contact the CDE ELSB Team at ELSBGrant@cde.ca.gov with any questions.



**US Department of Education
Washington, D.C. 20202**

P425F204408

GRANT AWARD NOTIFICATION

1	RECIPIENT NAME Charles A. Jones Career and Education Center 5451 Lemon Hill Avenue Sacramento, CA 95824	2	AWARD INFORMATION PR/AWARD NUMBER P425F204408 ACTION NUMBER 1 ACTION TYPE New AWARD TYPE Formula																				
3	PROJECT STAFF RECIPIENT STATE DIRECTOR Angela Hatter (916) 395-5800 Angela-Hatter@scusd.edu EDUCATION PROGRAM CONTACT Megan C Singleton (202) 453-7265 megan.singleton@ed.gov EDUCATION PAYMENT HOTLINE G5 PAYEE HELPDESK 888-336-8930 edcaps.user@ed.gov	4	PROJECT DESCRIPTION 84.425F Institutional Portion of the Section 18004(a)(1) Allocation Institutional Portion Certificate and Agreement Form																				
5	KEY PERSONNEL N/A																						
6	AWARD PERIODS BUDGET PERIOD 07/17/2020 - 07/16/2021 FEDERAL FUNDING PERIOD 07/17/2020 - 07/16/2021 FUTURE BUDGET PERIODS N/A																						
7	AUTHORIZED FUNDING CURRENT AWARD AMOUNT \$182,854.00 PREVIOUS CUMULATIVE AMOUNT \$0.00 CUMULATIVE AMOUNT \$182,854.00																						
8	ADMINISTRATIVE INFORMATION DUNS/SSN 183894435 REGULATIONS EDGAR AS APPLICABLE 2 CFR AS APPLICABLE ATTACHMENTS 1 , 3 , 8 , 9 , 11 , 12 , 13 , 14 , E-3 , E4 , E5																						
9	LEGISLATIVE AND FISCAL DATA AUTHORITY: PL 116-136 TITLE VIII CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT PROGRAM TITLE: EDUCATION STABILIZATION FUND CFDA/SUBPROGRAM NO: 84.425F																						
	<table border="1"> <thead> <tr> <th>FUND CODE</th> <th>FUNDING YEAR</th> <th>AWARD YEAR</th> <th>ORG. CODE</th> <th>CATEGORY</th> <th>LIMITATION</th> <th>ACTIVITY</th> <th>CFDA</th> <th>OBJECT CLASS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>0251M</td> <td>2020</td> <td>2020</td> <td>EP000000</td> <td>B</td> <td>DVA</td> <td>STT</td> <td>425</td> <td>4101C</td> <td>\$182,854.00</td> </tr> </tbody> </table>	FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT	0251M	2020	2020	EP000000	B	DVA	STT	425	4101C	\$182,854.00		
FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT														
0251M	2020	2020	EP000000	B	DVA	STT	425	4101C	\$182,854.00														



US Department of Education
Washington, D.C. 20202

P425F204408

GRANT AWARD NOTIFICATION

10

PR/AWARD NUMBER: P425F204408
RECIPIENT NAME: Charles A. Jones Career and Education Center

TERMS AND CONDITIONS

- (1) In accordance with 2 CFR 200.305(b), which applies to the HEERF program, grantees must minimize the time between drawing down funds from G5 and applying those funds to support the award's activities. Consistent with this requirement, grantees must maintain grant funds in interest-bearing accounts, and any interest earned on grant funds above \$500 must be returned to the Federal government. Therefore, the Department requires grantees to only draw down the minimum amount of grant funds necessary, where they are able to be applied immediately to the grant purposes, and to establish a distribution plan prior to drawing down grant funds.

- (2) The Office of Management and Budget requires all Federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in Block 2 is your FAIN.

If subawards are permitted under this grant, and you choose to make subawards, you must document the assigned PR/AWARD NUMBER (FAIN) identified in Block 2 of this Grant Award Notification on each subaward made under this grant. The term subaward means:

1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 2. The term does not include your procurement of property and services needed to carry out the project or program (The payments received for goods or services provided as a contractor are not Federal awards, see 2 CFR 200.501(f) of the OMB Uniform Guidance: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards").
 3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- (3) You are authorized, in carrying out this grant, to utilize the higher threshold set for micro-purchase and simplified acquisition thresholds for federal assistance under this grant or under a contract you award under this grant established by recent statutory changes. These statutory changes raise the threshold for micro-purchases under Federal financial assistance awards to \$10,000 and raise the threshold for simplified acquisitions to \$250,000 for recipients. These higher thresholds are not effective until implemented in the Federal Acquisition Regulations (FAR) at 48 CFR Subpart 2.1 (Definitions), which has not yet occurred. See 2 CFR 200.67 and 200.88. For FY 2018, OMB is granting an exception allowing recipients to use the higher thresholds in advance of changes to the FAR. Please refer to Office of Management and Budget's Memorandum 18-18 regarding the statutory changes. If you have any questions about these regulations, please contact the program officer identified in Block 3 of this GAN.
 - (4) The negotiated indirect cost rate or the indirect cost allocation plan approved for the entity identified in Block 1 of this GAN applies to this grant award.



**US Department of Education
Washington, D.C. 20202**

P425F204408

GRANT AWARD NOTIFICATION

A handwritten signature in black ink, appearing to read "Robert L. King".

**Robert L King
Assistant Secretary**

07/17/2020

AUTHORIZING OFFICIAL

DATE

**Recipient's Funding Certification and Agreement
for the Institutional Portion of the Higher Education Emergency Relief Fund
Formula Grants Authorized by Section 18004(a)(1) of the Coronavirus Aid, Relief, and
Economic Security (CARES) Act**

Sections 18004(a)(1) and 18004(c) of the CARES Act, Pub. L. No. 116-136 (March 27, 2020), authorizes the Secretary of Education ("Secretary") to allocate a maximum institutional portion of the formula grant funds in the amount of \$\$ 182,854.50 (up to 50 percent of the amount authorized under Section 18004(a)(1) of the CARES Act) to Charles A. Jones Career and Education Center ("Recipient").

Section 18004(c) of the CARES Act allows Recipient to use up to 50 percent of the funds received to cover any costs associated with significant changes to the delivery of instruction due to the coronavirus so long as such costs do not include payment to contractors for the provision of pre-enrollment recruitment activities, including marketing and advertising; endowments; or capital outlays associated with facilities related to athletics, sectarian instruction, or religious worship (collectively referred to as "Recipient's Institutional Costs"). Section 18004(c) also requires Recipient to use no less than fifty percent of the funds received to provide emergency financial aid grants to students for expenses related to the disruption of campus operations due to the coronavirus (including eligible expenses under a student's cost of attendance such as food, housing, course materials, technology, health care, and child care). This Certification and Agreement solely concerns Recipient's Institutional Costs, as defined above.

To address Recipient's Institutional Costs, and pursuant to the Secretary's authority under the CARES Act and associated with the coronavirus emergency, as stated in Proclamation 9994 of March 13, 2020, "Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak," *Federal Register* Vol. 85, No. 53 at 15337-38 (hereinafter "Proclamation of National Emergency"), the Secretary and Recipient agree as follows:

1. The Secretary will provide Recipient funds for Recipient's Institutional Costs as authorized under Sections 18004(a)(1) and 18004(c) of the CARES Act.

2. As a condition for receiving funds for Recipient's Institutional Costs, Recipient must have entered into the Funding Certification and Agreement for Emergency Financial Aid Grants to Students under the CARES Act. Recipient may, but is not required to, use funds designated for Recipient's Institutional Costs to provide additional emergency financial aid grants to students for expenses related to the disruption of campus operations due to coronavirus. If Recipient chooses to use funds designated for Recipient's Institutional Costs to provide such emergency financial aid grants to students, then the funds are subject to the requirements in the Funding Certification and Agreement for the Emergency Financial Aid Grants to Students under the CARES Act, entered into between Recipient and the Secretary.

3. The Secretary urges Recipient to devote the maximum amount of funds possible to emergency financial aid grants to students, including some or all of the funds earmarked for Recipient's Institutional Costs, especially if Recipient has significant endowment or other resources

at its disposal. The Secretary urges Recipient to take strong measures to ensure that emergency financial aid grants to students are made to the maximum extent possible.

4. In consideration for the funds and as conditions for their receipt, Recipient warrants, acknowledges, and agrees that:

(a) The funds shall be used solely for the purposes authorized in Section 18004(c) of the CARES Act. In accordance with Section 18004(c) of the CARES Act, Recipient shall not use funds for payment to contractors for the provision of pre-enrollment recruitment activities, which include marketing and advertising; endowments; or capital outlays associated with facilities related to athletics, sectarian instruction, or religious worship.

(b) Recipient retains discretion in determining how to allocate and use the funds provided hereunder, provided that funds will be spent only on those costs for which Recipient has a reasoned basis for concluding such costs have a clear nexus to significant changes to the delivery of instruction due to the coronavirus. It is permissible for Recipient to use the funds for Recipient's Institutional Costs to reimburse itself for costs related to refunds made to students for housing, food, or other services that Recipient could no longer provide, or for hardware, software, or internet connectivity that Recipient may have purchased on behalf of students or provided to students.

(c) Consistent with Section 18006 of the CARES Act, Recipient agrees that to the greatest extent practicable, Recipient will pay all of its employees and contractors during the period of any disruptions or closures related to the coronavirus. The Department would not consider the following Recipient's Institutional Costs to be related to significant changes to the delivery of instruction due to the coronavirus, and therefore would not view them as allowable expenditures: senior administrator and/or executive salaries, benefits, bonuses, contracts, incentives; stock buybacks, shareholder dividends, capital distributions, and stock options; and any other cash or other benefit for a senior administrator or executive.

(d) Recipient's Institutional Costs must have been first incurred on or after March 13, 2020, the date of the Proclamation of National Emergency.

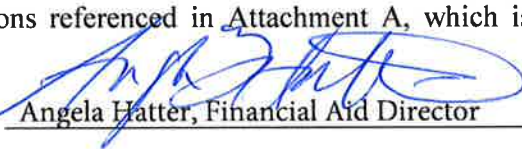
(e) Recipient will comply with all reporting requirements including those in Section 15011(b)(2) of Division B of the CARES Act and submit required quarterly reports to the Secretary, at such time and in such manner and containing such information as the Secretary may reasonably require (See also 2 CFR 200.327-200.329). The Secretary may require additional reporting in the future, including but not limited to reporting on the use of the funds for Recipient's Institutional Costs, demonstrating such use was in accordance with Section 18004(c), accounting for the amount of reimbursements to the Recipient for costs related to refunds made to students for housing, food, or other services that Recipient could no longer provide, and describing any internal controls Recipient has in place to ensure that funds were used for allowable purposes and in accordance with cash management principles.

(f) Recipient shall comply with all requirements in Attachment A to this Certification and Agreement.

(g) Recipient shall promptly and to the greatest extent practicable use the funds for Recipient's Institutional Costs by one year from the date of this Certification and Agreement, and document its efforts to do so as part of the reports specified in subsection (e) above.

(h) Recipient shall cooperate with any examination of records with respect to the funds for Recipient's Institutional Costs by making records and authorized individuals available when requested, whether by (i) the U.S. Department of Education and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.

(i) Recipient's failure to comply with this Certification and Agreement, its terms and conditions, and/or all relevant provisions and requirements of the CARES Act or any other applicable law may result in Recipient's liability under the False Claims Act, 31 U.S.C. § 3729, *et seq.*; OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; 18 USC § 1001, as appropriate; and all of the laws and regulations referenced in Attachment A, which is incorporated by reference hereto.

RECIPIENT or Authorized Representative of Recipient 
Angela Hatter, Financial Aid Director

OPEID Number 00950900

DATE 07/10/2020

Attachment A to Recipient's CARES Funding Certification and Agreement

Recipient assures and certifies the following:

- Recipient will comply with all applicable assurances in OMB Standard Forms 424B and D (Assurances for Non-Construction and Construction Programs), including the assurances relating to the legal authority to apply for assistance; access to records; conflict of interest; nondiscrimination; Hatch Act provisions; labor standards; Single Audit Act; and the general agreement to comply with all applicable Federal laws, executive orders and regulations.
- With respect to the certification regarding lobbying in Department Form 80-0013, no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making or renewal of Federal grants under this program; Recipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," when required (34 C.F.R. Part 82, Appendix B); and Recipient will require the full certification, as set forth in 34 C.F.R. Part 82, Appendix A, in the award documents for all subawards at all tiers.
- Recipient will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 75, 77, 79, 81, 82, 84, 86, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1840-0842. The time required to complete this information collection is estimated to be 2,853 total burden hours. If you have any comments concerning the accuracy of the time estimate or suggestions for improving this form, please write to: Hilary Malawer, 400 Maryland Avenue, SW. Washington, D.C. 20202.

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
 Assessor's Parcel Number(s): _____
 Contract Effective Date: 07/01/2020 Contract Expiration Date (if applicable): 06/30/2021
 \$ Amount (Not to Exceed): 75000 Adjusted \$ Amount (+/-): 0
 Other Party: Sacramento City Unified School District
 Project Title: State Gang Violence Suppression
 Project #: G11017621 Bid/RFQ/RFP #: _____
 City Council Approval: NO if YES, Council File ID#: _____

Contract Processing Contacts

Department: Police Project Manager: Nancy Molina, Analyst
 Contract Coordinator: Devon Walsh Email: dwalsh@pd.cityofsacramento.org

Department Review and Routing

Accounting:	<u><i>Crystal Harland</i></u>	<u>Sep 24, 2020</u>
	(Signature)	(Date)
Supervisor:	<u><i>Alina Warrick</i></u>	<u>Sep 24, 2020</u>
	<small>alina.warrick (Sep 24, 2020 09:54 PDT)</small>	
Division Manager:	<u><i>Brenda Delgadillo</i></u>	<u>Sep 24, 2020</u>
	<small>Brenda Delgadillo (Sep 24, 2020 09:55 PDT)</small>	
	(Signature)	(Date)
Other:	_____	_____
	(Signature)	(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

Recording Requested **Other Party Signature Required**

GAU # 20-142

-----FOR CLERK & IT DEPARTMENTS ONLY - DO NOT WRITE BEYOND THIS LINE-----



2020-3588

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made at Sacramento, California, as of July 1, 2020, by and between the **CITY OF SACRAMENTO**, a municipal corporation (“GRANTOR”), and

Entity Name	Sacramento City Unified School District
Entity DUNS Number	94-6000529

(“GRANTEE”). For purposes of this Agreement, the GRANTOR and GRANTEE may collectively be referred to as “Parties.”

1. GRANT AWARD. Pursuant to the requirements prescribed in the exhibits attached hereto, the GRANTOR hereby awards the GRANTEE the following:

Grant Title	State Gang Violence Suppression (GVS)
Grant Number	G11017621-926
Authorizing Statutes	California Penal Code- Section 13826 et seq.
Performance Period	07/1/2020 - 06/30/2021
Award Amount (This Action)	\$75,000.00
Award Amount (Prior Actions)	--
Award Amount (Total)	\$75,000.00
Grant Match 10%	\$7,500.00
Total Grant Project Amount	\$82,500.00

2. PASS-THROUGH GRANT IDENTIFICATION.

This grant is not supported with funding authorized by another grant program.

This grant is supported with funding authorized by the following grant program:

Awarding Agency*	State Controller’s Office: Local Government Programs and Services Division
State Fund*	Enhancing Law Enforcement Activities Subaccount
Award Period*	07/01/2020 - 06/30/2021
Pass Through Agency	City of Sacramento Police Department

[THE REST OF THIS PAGE IS INTENTIONALLY BLANK]

3. **CONTRACT.** The contract shall consist of this Agreement and each of the following exhibits, which are incorporated herein by reference:

X	Exhibit A	PURPOSE AND TERM OF GRANT
X	Exhibit B	FEE SCHEDULE/MANNER OF PAYMENT

Exhibits followed by an asterisk () must be completed and signed/initialed by an authorized official of GRANTEE.*

4. **PROCEDURES.**

a. **MODIFICATIONS.** GRANTEE may request modifications to this Agreement that are necessary to enhance the operational efficiency of the underlying grant. This includes any changes that affect approved budgeted amounts, its Authorized Officials, and/or a significant change in goals, objectives, and/or procedures that affect the grant scope or end date. GRANTOR is under no obligation to fulfill GRANTEE requests.

Modifications must be submitted in the format provided by GRANTOR and signed by one of GRANTEE'S Authorized Officials (as noted in Exhibit C, attached hereto). The GRANTEE may not expend any funds specific to a requested modification until it has received approval from the GRANTOR.

Expenditures related to pending/unapproved modifications or those inconsistent with grant requirements, applicable law, the approved budget or project scope will not be reimbursed.

b. **PAYMENT.** Requests for payment for services associated with this Agreement must be submitted as described in Exhibit B, attached hereto.

c. **MONITORING AND EVALUATION.** The GRANTOR has the responsibility to evaluate GRANTEE'S performance of its obligations described in this subaward in accordance with applicable laws, regulations, and policies. As such, the GRANTOR will monitor, evaluate, and provide guidance and direction to GRANTEE in the performance of this subaward. The GRANTOR may require GRANTEE to take correction action if deficiencies are found as a result of monitoring or evaluation and may report those deficiencies to the Awarding Agency or Pass-Through Agency named on Page 1.

5. **INDEMNITY; INSURANCE.**

a. **INDEMNITY.** GRANTEE shall defend, hold harmless and indemnify GRANTOR, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by GRANTOR'S staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by GRANTEE, any

consultant, subgrantee or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of GRANTOR, its agents, servants, or independent contractors who are directly responsible to GRANTOR, except when such agents, servants, or independent contractors are under the direct supervision and control of GRANTEE.

b. INSURANCE REQUIREMENTS. Each Party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement, and obtain, keep in force, and maintain, insurance or equivalent programs of self-insurance, for general liability to cover its potential liabilities hereunder. Grantor, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of GRANTEE's performance hereunder. Each Party may request documentation from the other confirming that a party's insurance or self-insurance program adequately covers the activities in this Agreement.

c. VERIFICATION OF COVERAGE

- i. GRANTEE shall furnish GRANTOR will certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the GRANTOR. Copies of policies shall be delivered to the GRANTOR on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- ii. For all insurance policy renewals during the term of this Agreement, GRANTEE shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

Insurance certificates may also be faxed to (888) 355-3599, or emailed to: certificates-sacramento@riskworks.com.

These indemnity provisions shall survive the expiration and early termination of this Agreement.

6. EQUAL EMPLOYMENT OPPORTUNITY and NON-DISCRIMINATION. During the performance of this Agreement, GRANTEE, for itself, its assignees and successors in interest, agrees as follows: A. Compliance With Regulations: GRANTEE shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR 60), hereinafter collectively referred to as the "Regulations".

a. NONDISCRIMINATION: This Agreement may be subject to the requirements of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements of Sacramento City Code Chapter 3.54, entitled "Requirements of the Non-Discrimination

in Employee Benefits Code,” can be viewed at: <http://www.cityofsacramento.org/Finance/Procurement/Standard-Agreements>. By signing this Agreement, GRANTEE acknowledges and represents that it has read and understands these requirements and agrees to fully comply with all applicable requirements of Sacramento City Code Chapter 3.54. If requested by GRANTOR, GRANTEE agrees to promptly provide such documents and information as may be required by GRANTOR to verify GRANTEE’S compliance. Any violation by GRANTEE of Sacramento City Code Chapter 3.54 constitutes a material breach of this Agreement, for which the GRANTOR may terminate the Agreement and pursue all available legal and equitable remedies.

GRANTEE, with regard to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. GRANTEE shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

- b. **SOLICITATIONS OF GRANTEE:** In and prior to completion of the work pursuant to this Agreement, GRANTEE shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of contractors, including procurement of materials and leases of equipment. GRANTEE shall not participate either directly or indirectly in discrimination prohibited by the Regulations. All solicitations either by competitive bidding or negotiations made by GRANTEE for work to be performed under any contract, including all procurement of materials or equipment, each potential contractor, consultant or supplier shall be notified by GRANTEE of GRANTEE’S obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- c. **INFORMATION AND REPORTS.** GRANTEE shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the GRANTOR to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of GRANTEE is in the exclusive possession of another who fails or refuses to furnish this information, GRANTEE shall so certify to the GRANTOR, and shall set forth what efforts it has made to obtain the information.

- 7. **LIMITATION and REIMBURSEMENT.** In the event of noncompliance by GRANTEE with any of the requirements of this Agreement or applicable law or regulations, the GRANTOR reserves the right to withhold payments to GRANTEE and to cancel, terminate, or suspend the Agreement, in whole or in part.

The GRANTEE agrees that if it receives funds from the GRANTOR for an expenditure that is later disallowed for noncompliance, the GRANTEE shall promptly refund that amount to the GRANTOR, upon request.

- 8. **AUTHORITY.** The signatories below hereby represent and certify they are fully authorized to sign this Agreement on behalf of each’s respective organization and to bind said organizations to the performance of obligations described herein.

Executed as of the day and year above first stated.

CITY OF SACRAMENTO

GRANTEE

By: daniel hahn Oct 27, 2020
daniel hahn (Oct 27, 2020 15:26 PDT)
Daniel Hahn, Chief of Police

By: Ray Lozada Sep 24, 2020
Ray Lozada (Sep 24, 2020 14:51 PDT)
Name & Title

For: Howard Chan, City Manager

For: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature] Sep 24, 2020
City Attorney

Legal Counsel

ATTEST:

Wendy Klock-Johnson Oct 28, 2020
Wendy Klock-Johnson (Oct 28, 2020 10:08 PDT)
City Clerk

EXHIBIT A - PURPOSE AND TERM OF GRANT

- A. **PURPOSE.** The Gang Violence Suppression Program (GVS) is codified under California Penal Code 13826 et seq. The California State Controller's Office (SCO) appropriates monthly funding to the GRANTOR as the fiduciary public entity and program grant administrator of the GVS task force. The GVS task force is a joint partnership that consists of public entities and community-based organizations that is dedicated to supporting gang violence prevention, prosecuting perpetrators of gang violence, gang intervention and prevention in youth, counseling families affected by gangs, and supervising gang members who are on court-ordered probation .

The GVS grant program operates and awards on an annual cycle. Funding is guaranteed only for the awarding fiscal year and is contingent upon monthly appropriation levels from SCO to the GRANTOR. Future awards levels may vary.

GRANTEE was selected as a continued GVS partner, and approved by the Chief of Police, for inclusion in the FY2021 grant program. Following FY2021, awardees may be subject to a competitive selection process.

- B. **TERM.** Funds awarded pursuant to this agreement must be expended between July 1, 2020 to June 30, 2021 and must be used to fund organizational positions and activities located within the City of Sacramento.
- C. **STATEMENT OF WORK.** GRANTEE will provide the following services toward achieving the goals of the GVS program authorized by CA Penal Code Section 13826 et seq.

GRANTOR has accepted the GRANTEE's proposed program activities.

- a. Participation by the Superintendent, Project Director, or designees, on the Local Coordinating Committee.
- b. Employ 1.0 Full Time Equivalent, a Gang Violence Prevention Specialist, to develop, plan and conduct training sessions, coordinate activities on school campuses related to gang prevention and intervention; provide and/or establish counseling and mentoring, coordinate, compile and prepare statistical reports; communicate with families of students and research effective prevention and intervention programs
- c. Coordinate Gang Awareness Education and Role Model/Mentoring program in collaboration with community-based organization partners.
- d. Participate in at least nine (9) truancy sweeps over the course of the year.

GRANTEE is required to submit progress reports with each invoice for reimbursement. Progress reports are updates of services, activities and strategies in an effort to deter gang violence within the community. GRANTEE must submit progress reports and other backup documents to the Sacramento Police Department Fiscal Unit.

GRANTEE is required to notify. If the recipient currently has other active awards, or if the recipient receives any other award of funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the Sacramento Police Department (SPD) Fiscal Unit in writing of the potential duplication, and, if so the GRANTEE must seek a budget-modification or change-of-project-scope grant adjustment to eliminate any inappropriate duplication of funding.

EXHIBIT B – FEE SCHEDULE/MANNER OF PAYMENT

1. **GRANTEE’S Compensation.** The total of all fees paid to the GRANTEE for the performance of the subaward obligations set forth in **Exhibit A**, including normal revisions (hereafter the “Agreement”), and for all authorized Reimbursable Expenses, shall not exceed the total sum of **\$75,000**.
2. **Budget.** GRANTEE shall be paid for the performance of Services and Activities for the following budget line items only:

BUDGET	Subtotal	Match	Total
Gang Violence Prevention & Intervention Specialist	\$75,000.00	\$7,500.00	\$82,500.00
Total	\$75,000.00	\$7,500.00	\$82,500.00

3. **GRANTEE’S Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of GRANTEE for expenses that are necessary for the proper completion of the subaward and shall only be payable if specifically authorized in advance by GRANTOR.

4. **Payments to GRANTEE.**

- A. Payments to GRANTEE shall be made within a reasonable time after receipt of GRANTEE’S invoice, said payments to be made in proportion to services performed or as otherwise specified. GRANTEE shall be responsible for the cost of supplying all documentation necessary to verify the periodic billings to the satisfaction of GRANTOR. Support documents must be provided to reflect 10% grant match. GRANTEE must request payment no less frequently than quarterly, in accordance with the below schedule:

Payment Period	Due Date
July 1 – September 30	October 15
October 1 – December 31	January 15
January 1 – March 31	April 15
April 1 – June 30	July 15

- B. All invoices submitted by GRANTEE shall contain the following information:
 - (1) Award Title
 - (2) Date of Invoice Issuance
 - (3) Sequential Invoice Number
 - (4) GRANTOR’S Purchase Order Number or Funding Line
 - (5) Total Award Amount
 - (6) Amount of this Invoice, itemized as described in Paragraph 2 – Billable Rates
 - (7) Total Billed to Date
 - (8) Total Remaining on Award
 - (9) Attachment: Description of invoiced services and overall status of the grant, itemized as described in Paragraph 2 – Billable Rates

C. Requests for payment shall be sent to:

*A/P Processing Center
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814-2608*

For expedited review and processing:

charland@pd.cityofsacramento.org and nmolina@pd.cityofsacramento.org

5. **Additional Services.** Additional Services are those services related to the GRANTEE'S obligations set forth in **Exhibit A**, but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by GRANTOR in accordance with GRANTOR's Supplemental Agreement procedures. GRANTOR reserves the right to perform any Additional Services with its own staff or to retain other grantees to perform said Additional Services.
6. **Records of GRANTEE.** During performance of this Agreement and for a period of three (3) years after closeout of the grant, GRANTEE shall maintain all records and data related to this grant, including, but not limited to, records of GRANTEE'S costs for all amounts claimed for reimbursement under this Agreement, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the GRANTOR upon reasonable written notice.
7. **Taxes.** GRANTEE shall pay, when and as due, any and all taxes incurred as a result of GRANTEE'S compensation hereunder, including estimated taxes, and shall provide GRANTOR with proof of such payment upon request. GRANTEE hereby agrees to indemnify GRANTOR for any claims, losses, costs, fees, liabilities, damages or injuries suffered by GRANTOR arising out of GRANTEE'S breach of this **Section 7**.

Exhibit C – Authorized Officials

In addition to the signatories of the Agreement, the following representatives are duly authorized to act on behalf of each’s respective agency in the performance of this grant:

Grantee

Name & Title	Signature

AGREEMENT FOR BOND SERVICES

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

This Agreement is made and entered into on _____, by and between Sacramento City Unified School District, hereinafter referred to as "District," and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as "Attorney."

WHEREAS, District desires to retain Attorney to provide bond counsel and disclosure counsel services associated with the issuance and sale of general obligation bonds and other forms of municipal securities as requested by District from time to time.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

A. SCOPE OF WORK AND PAYMENT

District appoints Attorney to represent, advise, and counsel it from _____, and continuing thereafter in connection with the District's issuance and sale of general obligation bonds ("Bond Services") as more specifically described in **Attachment A** hereto, and incorporated herein by reference. Attorney may represent District in other legal matters and provide other services as desired pursuant to a separate Professional Services Agreement. Bond Services shall be compensated in the manner described in **Attachment A**.

The performance of Bond Services rendered prior to the date of this Agreement is hereby ratified and approved.

B. TERM AND TERMINATION

1. Term. The term of this Agreement shall commence as of its date of execution and shall expire five years after commencement of the Agreement. If at the time of expiration the parties hereto desire to extend it, this Agreement may be renewed for additional terms, subject to District's termination rights described below.

2. Termination or Abandonment of Financing. If for any reason a Bond issuance is permanently abandoned or terminated prior to the issuance of the Bonds, then District shall compensate DWK for services performed up to the date of the abandonment or termination of the proposed financing at the rate of \$300 per hour for attorneys and \$120 per hour for paralegals, plus DWK's out-of-pocket expenses.

3. Termination of Attorney. District may terminate DWK without cause upon 30 days' written notice to Attorney; provided, however, that if District terminates these services after Attorney has rendered Bond Services, then District shall pay Attorney for services rendered, at the rate of \$300 per hour for attorneys and \$120 per hour for paralegals, plus DWK's out-of-pocket expenses.

C. OTHER PROVISIONS

1. Malpractice Coverage. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

2. Performance of Obligations. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement.

3. Food/Meals. Occasionally Attorney may provide District officials and/or employees with working lunches or meals when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

4. Independent Contractor. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

5. Use of Subconsultants/Subcontractors. Attorney uses the services of legal sub-consultants and independent contractors from time to time on finance transactions, including federal taxation specialists, which costs are paid in full by Attorney without additional expense to District. District consents to the use of such sub-consultants or independent contractors at Attorney's discretion.

6. Conflicts of Interest. Because Attorney represents many school and community college districts, other educational entities, and bond underwriters, on occasion, conflicts of interest may arise in the course of Attorney's representation. If Attorney becomes aware of any potential or actual conflicts of interest related to its representation of District, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Rose Ramos
Chief Business Officer

Date

DANNIS WOLIVER KELLEY

Meredith Johnson
Attorney at Law

Date

At its public meeting of _____, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

ATTACHMENT "A" –SCOPE OF WORK AND FEES
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

I. SCOPE OF WORK

Attorney shall provide the following Bond Services to District with regard to general obligation bonds and other forms of municipal securities.

A. Bond Issuance Services

Bond Issuance Services have two service components: Bond Counsel Services and Disclosure Counsel Services.

1. Bond Counsel Services. Services to issue bonds ("Bond Counsel Services") will include the following:
 - Consultation with the District and its staff, the County, and the District's financial advisor concerning the Bonds and the timing, terms and structure of the offering;
 - Preparation of the resolution of the Governing Board setting forth the terms and conditions of the bonds and their form, date, denominations and maturity (if necessary); preparation of the resolution of the County Board of Supervisors approving issuance of the Bonds; and preparation of all related agreements and documents pertaining to the sale of the bonds by competitive or negotiated sale;
 - Attendance at up to two (2) in-person meetings of the District Governing Board and with the District's financial advisor and other consultants regarding the issuance and sale of the Bonds, as needed or requested;
 - Coordination of the full finance team as necessary for the review of documents and finance plans;
 - Examination of the proofs of the Bonds, preparation of the final closing papers, organization and conduct of the Bond closing, and the rendering of a final legal opinion at the time of delivery of and receipt of payment for the bonds;
 - Review of post-closing legal compliance requirements with the District.

2. Disclosure Counsel Services. Services to assure compliance of the Bonds with federal securities laws ("Disclosure Counsel Services") will include the following:
 - Preparation of the Preliminary Official Statement, the final Official Statement, and continuing disclosure certificate which accompanies the latter, for use in marketing and sale of the bonds;
 - Review of Continuing Disclosure filing status pursuant to MSRB Rule 15c2-12; and
 - Delivery of a disclosure counsel opinion at closing.

II. FEES

A. Bond Counsel Services

For each separate series of bonds issued during the term of this Agreement, Bond Counsel Services shall be compensated a set fee of \$40,000 per transaction, plus reimbursement of actual expenses of not to exceed \$2,500. Fees shall not be due and owing unless and until Bonds are issued, and shall be paid or reimbursed from Bond proceeds.

B. Disclosure Counsel Services

For each separate series of Bonds issued during the term of this Agreement, Disclosure Counsel Services shall be compensated a set fee of \$25,000 per transaction, plus reimbursement of actual expenses of not to exceed \$2,500. Fees shall not be due and owing unless and until Bonds are issued, and shall be paid or reimbursed from Bond Proceeds.

C. Refundings

The above Bond Counsel and Disclosure Counsel fees would apply with a supplemental fee of \$5,000 per transaction for our due diligence related to the obligations to be refunded, drafting of an escrow agreement and coordination of the escrow and delivery of a defeasance opinion for the obligations to be repaid.

D. Tax and Revenue Anticipation Notes

The fee for Bond Counsel services would be \$15,000 and the fee for Disclosure Counsel services would be \$12,000. In addition, DWK would request reimbursement of actual expenses of not-to-exceed \$1,500.

E. Additional/Ancillary Services

Services that are not provided within the fixed fee Bond Services work, but that can be provided on request on an hourly basis include the following:

- Support and advice during a general obligation bond election
- Post-closing bond or bond expenditure research or assistance with reporting requiring more than one hour to complete;
- Assistance with continuing disclosure notices or obligations (excluding dissemination agent services);
- Advice regarding post-issuance legal or tax compliance;
- Capital project planning, implementation, construction, energy projects, real estate transactions;
- Litigation support;
- Developer fee implementation, analysis, and reporting;
- Negotiation of consultant contracts;
- Public Records Act analysis and responses;
- Assistance with the ongoing maintenance, training or support of a Citizen's Bond Oversight Committee.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
CONSULTING SERVICES AGREEMENT**

This Consulting Services Agreement ("Agreement") is made and entered into effective February 15, 2021 by and between the Sacramento City Unified School District ("District") and Sata Collaborates, LLC ("Consultant").

1. Consulting Services. Consultant agrees to provide District consulting services regarding the District's Capital Bond Program, Monitor/Compliance, and Green Initiatives. Consultant's services are limited to his role as an advisor to the District. Consultant follows his own methods in rendering advisory services. The District does not control the manner in which the Consultant renders his advisory services. Evaluation of staff will remain with the District. The parties anticipate that Consultant will provide these services for no more than three workdays per week.
2. Consultant Qualifications. Consultant represents that it has in effect all licenses, permissions, and has otherwise all legal qualifications to perform the Agreement.
3. Term. This Agreement shall begin on February 15, 2021 and terminate on August 15, 2021, 6 months from date of commencement of this Agreement. There shall be no extension of the Agreement without express written consent of all parties.
4. Compensation. Consultant shall be compensated as a rate of \$16,900 per month or \$1,300 per day as a consultant, through the term of this Agreement pursuant to paragraph three above. A day will be considered an eight-hour period, inclusive of meals, breaks, travel, etc. Consultant will not exceed three days of work per week. Consultant will not exceed three (3) days of work during the fiscal 2020-2021. Consultant will not receive fringe benefits except that he will be reimbursed at the rate of per diem meals and for mileage in accordance with the District's reimbursement policy in connection with his scope of work.
5. Payment. Checks will be made payable to Sata Collaborates, LLC. Payments shall be limited to amount written in this paragraph, exclusive of reimbursable expenses. District agrees to pay Consultant within thirty (30) days of receipt of a detailed invoice.
6. Incidental Expense. Consultant shall be reimbursed for all expenses. Receipts will be provided for public transportation and lodging costs. Personal car reimbursement will be at the IRS allowable rate (currently \$.56 per mile) and meals will be reimbursed at a per diem rate of \$60 for each day on site. No reimbursements will be made for off-site work.
7. California Residency. Consultant shall complete and attach IRS Form W-9.
8. Conflict of Interest. Consultant does not have, or anticipate having, any interest in real property, investments, business interests in or income from sources which would provide Consultant or his spouse with personal financial gain as a result of any recommendation, advice or any other action taken by Consultant during the rendition of services under this Agreement.

9. Termination of Agreement. Either District or Consultant may terminate this Agreement at any time for any reason upon written notice. In the event of early termination, Consultant shall be paid for satisfactory work performed prior to the date of termination. The District may then proceed with the work in any manner the District deems appropriate.
10. Indemnity. The Consultant shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, from and against claims, damages, losses, and expenses (included, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of the contract (including, but not limited to) the Consultant's use of the site; the Consultant's completion of the duties under the contract; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Consultant or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.
11. Worker's Compensation Insurance. Consultant agrees to provide all necessary workers' compensation insurance of Consultant's employees, if any, at Consultant's own cost and expense.
12. Taxes. Consultant agrees that Consultant has no entitlement or any future work from the District or to any employment or fringe benefits from the District. Payments to the Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Consultant. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Consultant is independently responsible for the payment of all applicable taxes.
13. Assignment. The Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
14. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
15. Amendments. The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court of California.

17. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Consultant and the District and their respective successors and assigns.
18. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the person who gives notice.

District:
Sacramento City Unified School District
Rose Ramos, Chief Business Officer
5735 47th Avenue
Sacramento, CA 95824

Consultant:
Dr. Leigh T. Sata, AIA
Sata Collaborates, LLC
333 Beale Street, Unit 8i
San Francisco, CA 94105

19. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Consultant's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Consultant agrees to comply with applicable federal and California laws.
20. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Consultant agrees that it shall comply with all legal requirements for the performance of its duties under this Agreement and that failure to do so shall constitute material breach.
21. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, not explained or supplemented by evidence of consistent additional terms.
22. Execution of Other Documents. The parties to the Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
23. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

24. Board Approval. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount 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.

Executed at Sacramento, California and San Francisco, CA, on the date and year first written above.

DISTRICT:

DocuSigned by:
Rose Ramos
CC6FE7C204D7402...

Rose Ramos
Chief Business Officer

2/12/2021

Date

CONSULTANT:

DocuSigned by:
LEIGH T. SATA
B6A272380B7342A...

Sata Collaborates, LLC

2/12/2021

Date

**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 TLC Child & Family Services/Journey Academy (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 (10th) 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 31st 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 ABSENCESNONPUBLIC 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 1st day of July 2020 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided herein.

CONTRACTOR
TLC Child & Family Services/Journey Academy

LEA
Sacramento City Unified School District

By: _____
Susan Fette Date
CEO

By: _____
Rose Ramos Date
Chief Business Officer

Notices to CONTRACTOR shall be addressed to:

Karen Butler, CFA
TLC Child & Family Services/Journey Academy
PO Box 2079
Sebastopol, CA 95472

P: 707-634-9043 F: 707-823-9475
Email: kbutler@tlc4kids.org

Notices to LEA shall be addressed to:

Dr. Sadie Hedegard, Asst. Supt., Special Education
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

P: 916-643-9163 F: 916-643-9466
Email: sadie-hedegard@scusd.edu

(11) Nursing Services	_____	_____
(12) Residential Room & Board	\$14,235.00	Per Month
(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.

Local Education Agency(LEA)				Nonpublic School			
Address				Address			
City, State Zip				City, State, Zip			
LEA Case Manager				Phone		Fax	
				e-Mail			
Student Last Name		Student First Name		Program Contact Name			
				Phone		Fax	
D.O.B.		I.D. #		e-Mail			
Grade	Level	Sex	() M () F	Education Schedule – Regular School Year			
				Number of Days		Number of Weeks	
Parent/ Guardian Last Name		Parent/ Guardian First Name		Education Schedule – Extended School Year			
				Number of Days		Number of Weeks	
Address				Contract Begins		Ends	
City, State, Zip				Master Contract Approved by the Governing Board on			
Home Phone		Business					

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

<u>SERVICES</u>	<u>PROVIDER</u>				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION									
B. RELATED SERVICES									
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									
						TOTAL COST		\$	

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
Language and Speech Therapy	PER DIEM – 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.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Occupational Therapy	PER DIEM – 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.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Physical Therapy	PER DIEM – 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.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Behavior Intervention Services	PER DIEM – 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	\$ _____ Per Diem
	DIRECT STUDENT AIDE 1:1 or small group, implementing behavior plan, data collection.	\$ _____ Per Hour
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	SUPERVISING CONSULTANT: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	\$ _____ Per Hour
Other:	PER DIEM – 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.	\$ _____ Per Diem
		\$ _____ Per Hour

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 th 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:

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)

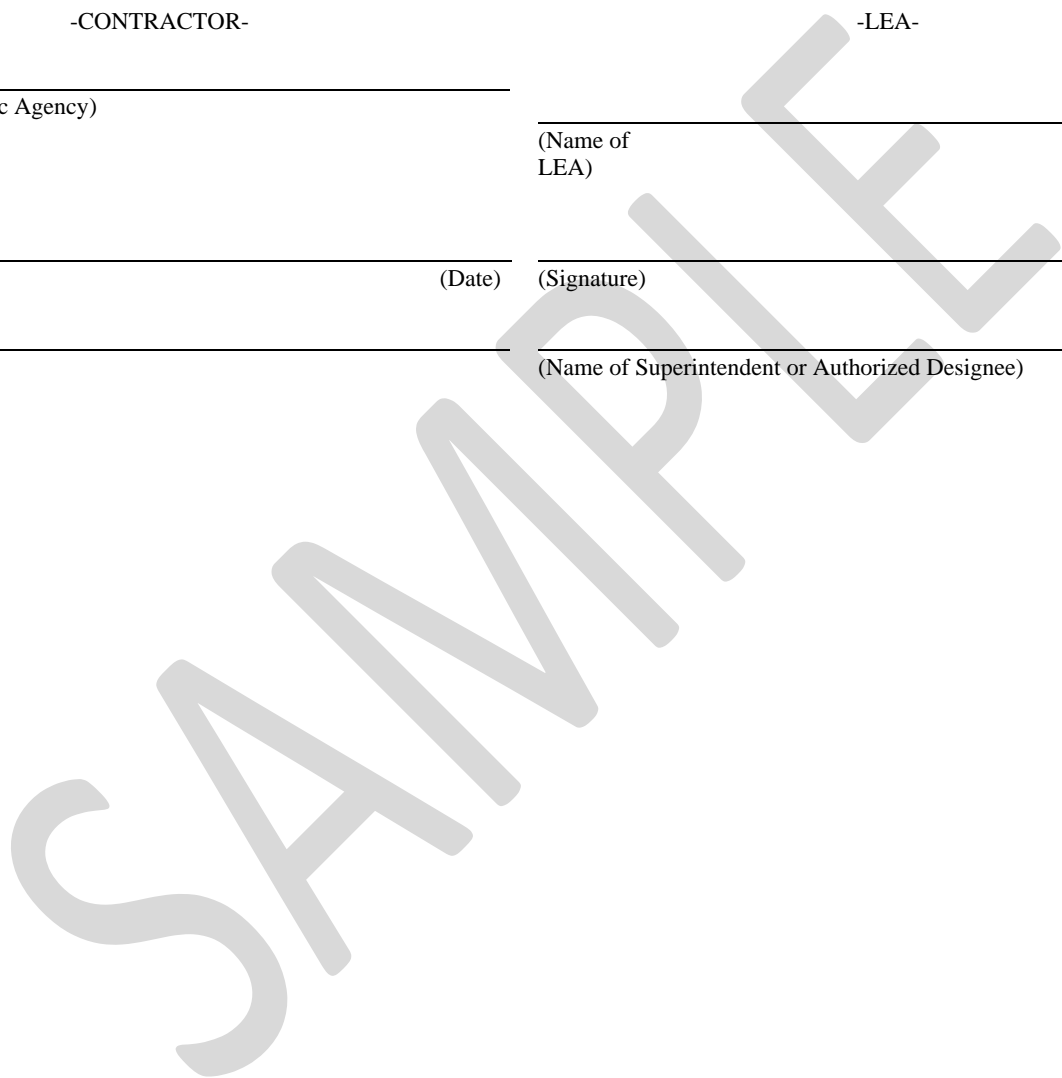
(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)





Business Services

Contracts Office

5735 47th Avenue, Sacramento, CA 95824

(916) 643-2464

Jorge Aguilar, Superintendent

Rose Ramos, Chief Business Officer

Letter of Agreement

Pursuant to the terms of Sacramento City Unified School District's RFP 21-02 for CABLING INFRASTRUCTURE, (Name of Company) AMS.NET, Inc.'s response to RFP 21-02, dated (mm/dd/yyyy) 2/17/21, (Name of Company) AMS.NET, Inc. will provide the equipment and services per RFP 21-02 effective the date of issuance of Sacramento City Unified School District Purchase Order(s).

(Name of Company) AMS.NET, Inc. and Sacramento City Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Sacramento City Unified School District for E-Rate 2021 (Year 24), and Sacramento City Unified School District Board of Education approval.

The Sacramento City Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The Sacramento City Unified School District shall not be responsible for any costs to Bidder prior to termination.

Sacramento City Unified School District

(Name of Company) AMS.NET, Inc.

Authorized Representative Signature

Diana Moughan
Authorized Representative Signature

Date

2/17/21
Date

Rose Ramos

Name
Chief Business Officer
Title
5735 47th Avenue Sacramento, CA 95824
Address
Rose-f-ramos@scusd.edu
Email
916-643-9055
Phone

Diana Moraghan
Name
Vice President
Title
582 Commerce Way, Livermore, CA 94551
Address
OrderTracking@ams.net
Email
925-245-6000
Phone

Project Cost Summary – Sacramento City USD – E-Rate 24 - Cabling

Project Information

Sacramento City Unified School District E-Rate
 24 - 10 Sites - Cabling Infrastructure - 93636
 Project # 93636
 February 11, 2021

Account Manager

Jared Bayless
 jbayless@ams.net
 (925) 245-6186

AMS Quote #	Description	Subtotal	Taxes	Total
Q-00051171	E-Rate 24 Mark Hopkins Elementary Cabling	\$47,208.09	\$1,375.36	\$48,583.45
Q-00051175	E-Rate 24 Earl Warren Elementary Cabling	\$19,630.24	\$588.88	\$20,219.12
Q-00051179	E-Rate 24 Luther Burbank HS Cabling	\$16,372.19	\$418.85	\$16,791.04
Q-00051183	E-Rate 24 Mark Twain Cabling	\$2,820.13	\$106.78	\$2,926.91
Q-00051184	E-Rate 24 Oakridge Elementary Cabling	\$27,146.35	\$343.55	\$27,489.90
Q-00051186	E-Rate 24 Sutterville Elementary Cabling	\$5,859.26	\$241.45	\$6,100.71
Q-00051187	E-Rate 24 Sequoia Elementary Cabling	\$7,959.20	\$276.42	\$8,235.62
Q-00051189	E-Rate 24 John Cabrillo Cabling	\$10,140.51	\$300.16	\$10,440.67
Q-00051191	E-Rate 24 Rosemont Cabling	\$5,452.73	\$197.11	\$5,649.84
Q-00051192	E-Rate 24 Leataata Floyd Cabling	\$1,523.98	\$58.96	\$1,582.94

Project Summary

Project Total	\$144,112.68
Estimated Total Taxes	\$3,907.52
Grand Total	\$148,020.20

Vendor: AMS.NET
 Address: 502 Commerce Way, Livermore, CA 94551
 Phone: 925-245-6100
 SPIN: 143005880



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1b

Meeting Date: March 4, 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 March 4, 2021
2. Classified Personnel Transactions Dated March 4, 2021

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Chief Human Resources Officer

Approved by: Jorge A. Aguilar, Superintendent

Attachment 1: CERTIFICATED 3/4/2021

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY-REEMPLY							
EGANOVA	NINA	B	Teacher, High School	ROSEMONT HIGH SCHOOL	2/22/2021	6/30/2021	EMPLOY PROB 2/22/21
LINARES	GEOVANNI	B	Dir III, SELPA	SPECIAL EDUCATION DEPARTMENT	2/16/2021	6/30/2021	EMPLOY PROB 2/16/21

LEAVES							
ALVA	CHRISTINA	A	Teacher, Child Development	CHILD DEVELOPMENT PROGRAMS	2/24/2021	6/30/2021	LOA RTN 2/24/21
JONES	FRANCHINE	A	Teacher, Parent/Preschool Ed	CHILD DEVELOPMENT PROGRAMS	2/1/2021	4/19/2021	LOA (PD) FMLA/CFRA 2/1/21-4/19/21
KAMILOS	AUDREY	A	Counselor, High School	ROSEMONT HIGH SCHOOL	2/4/2021	6/30/2021	LOA RTN (PD) FMLA 2/4/21
MILLER	ROBERT	A	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	2/1/2021	6/30/2021	LOA RTN (PD) FMLA 2/1/21
NICHOLLS	TONIETTA	A	Teacher, Elementary	FATHER K.B. KENNY - K-8	2/25/2021	5/12/2021	LOA (PD) FMLA 2/25/21-5/12/21
NOGUCHI	MARISA	A	Teacher, Middle School	SUTTER MIDDLE SCHOOL	2/19/2021	4/4/2021	LOA (PD) 2/19-21-4/4/21
NOGUCHI	MARISA	A	Teacher, Middle School	SUTTER MIDDLE SCHOOL	4/5/2021	4/18/2021	LOA (PD) FMLA 4/5/21-4/18/21
ROBERTS-WILLIS	RENEE	A	Teacher, K-8	GENEVIEVE DIDION ELEMENTARY	2/1/2021	6/30/2021	LOA RTN (PD) FMLA 2/1/21
STANLEY	DEMETRIA	A	Teacher, Elementary	LEATAATA FLOYD ELEMENTARY	3/10/2021	3/14/2021	LOA (UNPD) PARENTAL 3/10-14/2021

RE-ASSIGN/STATUS CHANGE							
BURTON	MARINDA	A	Teacher, Elementary	JOHN BIDWELL ELEMENTARY	2/22/2021	6/30/2021	REA 2/22/21

SEPARATE / RESIGN / RETIRE							
BADOZA	MARIAMELIA	A	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	7/1/2020	6/18/2021	SEP/RETIRE 6/18/21
HOWARD	RAMONA	A	Teacher, High School	CAPITAL CITY SCHOOL	7/1/2020	6/30/2021	SEP/RETIRE 6/30/21
PANTAGES	PHIL	A	Teacher, High School	WEST CAMPUS	7/1/2020	6/17/2021	SEP/RETIRE 6/17/21
PASILLAS	ZACHARY	A	Teacher, High School	WEST CAMPUS	7/1/2020	6/18/2021	SEP/RESIGN 6/18/21
RASMUSSEN	CHRISTOPHER	C	Teacher, High School, Contin.	AMERICAN LEGION HIGH SCHOOL	7/1/2020	6/17/2021	SEP/RESIGN 6/17/21
WHETSTONE	CHRISTOPHER	A	Teacher, K-8	ALICE BIRNEY WALDORF - K-8	7/1/2020	6/18/2021	SEP/RETIRE 6/18/21

TRANSFER							
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Attachment 2: CLASSIFIED 3/4/2021

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY-REEMPLY							
DELGADO	RUDY	B	Custodian	ROSEMONT HIGH SCHOOL	1/19/2021	6/30/2021	EMPLOY PROB 1/19/21
DIGGS	ADRIANE	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	2/16/2021	6/30/2021	EMPLOY PROB 2/16/21
DUNBAR	GRETCHEN	B	Instructional Aide	ALICE BIRNEY WALDORF - K-8	2/1/2021	6/30/2021	EMPLOY PROB 2/1/21
GONZALEZ-DIAZ	GUADALUPE	B	Inst Aid, Spec Ed	MARK TWAIN ELEMENTARY SCHOOL	2/10/2021	6/30/2021	EMPLOY PROB 2/10/21
HERNANDEZ JR	JOSE	B	Custodian	HIRAM W. JOHNSON HIGH SCHOOL	2/9/2021	6/30/2021	EMPLOY PROB 2/9/21
HUANG	XIUNONG	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	2/16/2021	6/30/2021	EMPLOY PROB 2/16/21
MARSH	TARYN	B	Attendance Tech II	HEALTH PROFESSIONS HIGH SCHOOL	2/9/2021	6/30/2021	EMPLOY PROB 2/9/21
MARSH	TARYN	B	Clerk II	HEALTH PROFESSIONS HIGH SCHOOL	2/9/2021	6/30/2021	EMPLOY PROB 2/9/21
MENDEZ	REYMUNDO	B	Custodian	A. M. WINN - K-8	1/28/2021	6/30/2021	EMPLOY PROB 1/28/21
PAYAN	PATRICIA	B	Educational Assistant	JOHN MORSE THERAPEUTIC	2/10/2021	6/30/2021	REEMPL PROB 2/10/21
SCHULER	JENNIFER	B	Inst Aid, Spec Ed	GEO WASHINGTON CARVER	1/29/2021	6/30/2021	EMPLOY PROB 1/29/21
LEAVES							
CHARD	RACHEL	A	Manager II, Environmental Sust	FACILITIES MAINTENANCE	2/9/2021	4/26/2021	LOA (PD) FMLA 2/9/21-4/26/21
CUENCA	JUANA	A	Custodian	SEQUOIA ELEMENTARY SCHOOL	2/11/2021	3/11/2021	LOA EXT (PD) FMLA 2/11-3/11/21
CUENCA	JUANA	A	Custodian	SEQUOIA ELEMENTARY SCHOOL	3/12/2021	3/19/2021	LOA (PD) 3/12/21-3/19/21
DOUGLAS	YVETTE	A	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	1/4/2021	4/1/2021	LOA (UNPD) 1/4/21-4/1/21
HERNANDEZ	ANDREYA	B	Fd Sv Asst III	NUTRITION SERVICES DEPARTMENT	2/1/2021	6/17/2021	EXT LOA (UNPD) 2/1/21-6/17/21
HERNANDEZ	ANDREYA	B	Fd Sv Asst III	NUTRITION SERVICES DEPARTMENT	6/18/2021	6/30/2021	LOA RTN 6/18/21
KAEHLER	KRISTOPHER	A	Custodian	CAROLINE WENZEL ELEMENTARY	2/1/2021	4/29/2021	LOA (PD) FMLA 2/1-4/29/21
KAEHLER	KRISTOPHER	A	Custodian	CAROLINE WENZEL ELEMENTARY	4/30/2021	6/30/2021	LOA (PD) 4/30-6/30/21
KING	CHRISTIEN	A	Custodian	FATHER K.B. KENNY - K-8	2/10/2021	6/30/2021	LOA (PD) ADMIN 2/10-6/30/21
LE	AVAN	A	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	1/22/2021	6/30/2021	LOA (UNPD) 1/22/21-6/30/21
LUTTRELL	TAMI	B	Bus Driver	TRANSPORTATION SERVICES	2/1/2021	3/17/2021	EXT LOA (PD) 2/1/21-3/17/21
RUBIO DEL RIO	EDITH	A	Clerk I	NICHOLAS ELEMENTARY SCHOOL	2/4/2021	6/30/2021	LOA RTN (PD) FMLA 2/4/21
RE-ASSIGN/STATUS CHANGE							
AGUILAR	JESSICA	B	Fd Sv Asst III	NUTRITION SERVICES DEPARTMENT	1/25/2021	6/30/2021	REA/STCHG 1/25/21
CLINE	GENA	B	Office Tchncn II	CALIFORNIA MIDDLE SCHOOL	2/10/2021	6/30/2021	REA 2/10/21
FRENCH	ANGELA	B	Fd Sv Asst III	NUTRITION SERVICES DEPARTMENT	1/25/2021	6/30/2021	REA/STCHG 1/25/21
KIRKENDOLL	MICHAEL	B	Office Technician IV	HIRAM W. JOHNSON HIGH SCHOOL	2/10/2021	6/30/2021	REA 2/10/21
RAMOS-PRINCE	EILEEN	B	Mngr III, Adult Education	NEW SKILLS & BUSINESS ED. CTR	1/26/2021	6/30/2021	REA/STCHG 1/26/21
WATTS	DENISE	A	Inst Aid, Comp Lab	MARTIN L. KING JR ELEMENTARY	2/1/2021	6/30/2021	STCHG 2/1/21-6/30/21
SEPARATE / RESIGN / RETIRE							
ALVAREZ RIVAS	DALIA	A	Inst Aid, Spec Ed	ROSEMONT HIGH SCHOOL	1/1/2021	2/15/2021	SEP/RESIGN 2/15/21
ARCURI	LINDA	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	2/1/2021	3/4/2021	SEP/39MO 3/4/21
GRAY	DORIS	A	Bus Driver	TRANSPORTATION SERVICES	7/1/2020	3/1/2021	SEP/RETIRED 3/1/21
MARTINEZ	CINDY NAYELI	A	Teacher Assistant, Bilingual	MARK TWAIN ELEMENTARY SCHOOL	2/1/2021	2/16/2021	SEP/RESIGN 2/16/21
REYES	RANDY	A	Campus Monitor	LEONARDO da VINCI ELEMENTARY	2/15/2021	2/28/2021	SEP/RETIRE 2/28/21
WONG	RUSSELL	B	School Plant Ops Mngr I	CROCKER/RIVERSIDE ELEMENTARY	7/1/2020	4/30/2021	SEP/RETIRE 4/30/21
TRANSFER							
FOUGERE	PHILIP	A	School Plant Ops Mngr I	WILLIAM LAND ELEMENTARY	2/1/2021	6/30/2021	TR 2/1/21



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1c

Meeting Date: March 4, 2021

Subject: Approve Staff Recommendations for Expulsion Re-Entry of Expulsion #8, 2019-20, as Determined by the Board

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

Division: Student Hearing and Placement Department

Recommendation: Approve staff recommendation for Re-Entry of Expulsion #8, 2019-20.

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): College, Career and Life Ready Graduates

Documents Attached:

None

Estimated Time of Presentation: N/A

Submitted by: Doug Huscher, Assistant Superintendent, Student Support Services
Stephan Brown, Director II

Approved by: Jorge A. Aguilar, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1d

Meeting Date: March 4, 2021

Subject: Approve Minutes of the February 4, 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 February 4, 2021, Board of Education Meeting.

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Minutes of the February 4, 2021, Board of Education Regular Meeting

<p>Estimated Time of Presentation: N/A Submitted by: Jorge A. Aguilar, Superintendent Approved by: N/A</p>



Putting
Children
First

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, February 4, 2021

4:30 p.m. Closed Session

6:00 p.m. Open Session

Serna Center

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

MINUTES

2020/21-20

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 4:30 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 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; (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/SCUSDcommentFebruary4> 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, February 4. Individual public comment shall be no more than two minutes in length on each agenda item. 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.

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 (OAH Case No. 2020090500)*
- b) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (One Potential Case)*
- c) Initiation of litigation pursuant to subdivision (d)(4) of Government Code section 54956.9 (One Potential Case)*

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 – Dominic Zavala, a Kindergarten student attending the Oak Ridge Learning Hub was introduced by Member Phillips.

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

Counsel Jerry Behrens announced that OAH Case No. 2020090500 was unanimously approved with a 7-0 vote.

6.0 AGENDA ADOPTION

President Pritchett asked for a motion to adopt the agenda. A motion was made to approve by Member Villa and seconded by Second Vice President Woo. The Board voted unanimously to adopt the agenda.

7.0 SPECIAL PRESENTATION

*7.1 Board Policy 4033, Lactation Accommodation
(Raoul Bozio)*

**Action
(Roll Call Vote)**

In-House Counsel Raoul Bozio presented the second reading of the proposed policy. He went over the policy and explained that it is required by law, the Labor Code. He went over the proposed language and pointed out that Member Phillip’s suggestion to use the pronoun “persons” as opposed to “mothers” had been included throughout the policy.

*Public Comment:
None*

Board Comments:

Vice President Murawski made a motion to approve the item, and Second Vice President Woo seconded. The motion passed unanimously.

*7.2 Revised Board Policy 6173, Education for Homeless
Children (Raoul Bozio)*

**Action
(Roll Call Vote)**

In-House Counsel Raoul Bozio presented the second reading of the proposed revision to the policy. He noted that the policy is largely required by federal and state law. He said the goal of the policy is to remove barriers to the education, enrollment, and retention of homeless children and youths. The current policy was adopted in 2007 and now requires revision per the California Department of Education. He also reported that the Administration Regulation (AR 6173) has been provided to the Board.

*Public Comment:
None*

Board Comments:

Member Garcia thanked staff and made a motion to approve the item, and Second Vice President Woo seconded. The motion passed unanimously.

Member Rhodes made a motion to hear Items 10.2 and 10.3 after public comment, and Student Member Sheikh seconded. The motion passed unanimously, and those items were heard after Public Comment Item 8.0.

8.0 PUBLIC COMMENT

Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in writing, identifying the matter number and the name of the public member at the URL

<https://tinyurl.com/SCUSDcommentFebruary4> 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, February 4 for any agenda item. Individual written public comment shall be no more than two minutes in length on each agenda item. The Board shall limit the total time for public comment on each agenda item 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. The Board is allowed to take action only on items specifically described on the agenda as action items, unless added to the agenda as allowed by law. The Board may, in its discretion, refer a matter to district staff or calendar an agenda item for future action.**

Public Comment:

Teresa Hernandez

Jessie Gouck

Kimberly Buchholz

John Meyers

Meredith Nikkel

Maria Rodriguez

Monica Robinson

Terrence Gladney

Gwynne Spann

Rich Vasquez

Jennifer Mojonnier

Amanda Connolly

John Buchholz

Stephanie Zook

Jamie James

Carrie Claremon

Natasha Martin Lerner

Christi Krause

Addie Young

Kevin DiLoreto

Peggy Green

David Aleman

R. Rabena

9.0 COMMUNICATIONS

9.1 Employee Organization Reports:

Information

- *SCTA – David Fisher reported on behalf of SCTA*
- *SEIU – No report given*
- *TCS – No report given*
- *Teamsters – No report given*
- *UPE – No report given*

9.2 District Advisory Committees:

Information

- *Community Advisory Committee – No report given*
- *District English Learner Advisory Committee – No report given*
- *Local Control Accountability Plan/Parent Advisory Committee – Rich Vasquez reported on behalf of LCAP/PAC and Gwynnae Byrd gave public comment*
- *Student Advisory Council – No report given*

9.3 Superintendent's Report (Jorge A. Aguilar)

Information

Superintendent Aguilar apologized to the Student Advisory Council, as the agenda change made the District Advisory Committee Reports go late. He acknowledged the Board action just taken on Item 10.3 and spoke about the cuts on which the Board voted. He said that these cuts hurt in light of the District's vision of equity, and that he has heard the frustration in the community and from staff, but the reality is that the District has a structural deficit that must be addressed.

9.4 President's Report (Christina Pritchett)

Information

President Pritchett said she echoes the Superintendent's comments, and she knows that tonight's cuts were difficult for Board members, community members, and students. She said that now, however, we need to band together and move forward. She thanked Area 3's LCAP representatives, Maria Rodriguez and Christine Shelby. She said they are two very dedicated parents that served for a very long time, and that there are therefore now two spots open on the LCAP.

9.5 Student Member Report (Isa Sheikh)

Information

Student Member Sheikh said he was angry that the Board took the cuts tonight that they did. He said the hope that he and many other parents and students have for negotiated savings seems unrealistic. He feels that we are addressing not the structural problems but items on the periphery. He is disappointed a follow-up to Resolution No. 3174 regarding excused absence for mental health is not being discussed tonight, but he looks forward to working with staff on it. He also reported that on November 19th he asked the Superintendent if we were considering waivers for any time soon for younger (K-6) students, and the Superintendent pointed to the rising COVID-19 cases at the time and noted that we were continuing to learn from the learning hubs. However, today we do not have the same waiver process, but he hopes that the District moves quickly toward engaging in the governor's Safe Schools for All plan since cases are now falling rapidly. He hopes that returning to school is discussed in detail at the next meeting. He pointed out also that learning loss will have to be dealt with for

some time, and that those with socio-economic challenges are the ones bearing the brunt of the shutdown. He lastly reported that a listening session will be held the following week with Vice President Murawski and Member Phillips for Area 1 and Area 7 students.

Student Member Sheikh moved to extend the meeting to 11:15 p.m. Member Garcia seconded, and the motion passed unanimously.

9.6 Information Sharing By Board Members

Information

Vice President Murawski echoed Student Member Sheikh's comments about the importance of re-opening schools for the good of students. She would like to have a re-opening update at the top of every meeting. She noted the importance of vaccines, but noted the CDC has said clearly that schools can open safely before everyone is vaccinated. Lastly, she said we need to figure out a process to identify misinformation.

10.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

10.1 Local Control Accountability Plan (LCAP) Mid-Year Update (Vincent Harris and Steven Ramirez-Fong)

Information

Superintendent Aguilar recommended moving this item to the February 18, 2021, Board meeting. President Pritchett asked for a motion to remove item 10.1 from the agenda and postpone to the next meeting. Second Vice President Woo moved to move the item to the February 18, 2021, Board meeting. Student Member Sheikh seconded. The motion passed unanimously.

*Public Comment:
None*

Board Comments:

Vice President Murawski commented that she recognizes that the Board has a role to play in the development of the LCAP, and that there is a new three year LCAP to adopt in June. She has concerns about the timing for the Board to inform strategic priorities and goals.

Superintendent Aguilar said 2-by meetings can be held to catch all Board members up on this process and that a Board workshop could be held. President Pritchett said that would be helpful.

10.2 Resolution No. 3180: Recognition of District

Action

President Pritchett presented the resolution in conjunction with Superintendent Aguilar and Chief Business Officer Rose Ramos. She went over and clarified the changes/edits from the previous first reading.

Public Comment:

Daniel Darby

Alison French-Tubo

Board Comments:

Superintendent Aguilar noted that a change was made to recognize that some changes are long-standing to the District.

Member Garcia made a motion to add language related to how the District will prioritize the use of new and on-going funds. Specifically, to reflect that new federal and state dollars will be used to off-set the structural deficit, to use as well the on-going savings from negotiated agreements and on-going savings from non-negotiated actions. She feels that this component, that gives clear direction to staff and community, is missing. Counsel Jerry Behrens clarified that she is asking for a motion to amend the resolution. Member Garcia then made a motion to amend the resolution with specific language. Member Phillips seconded, and the Board discussed the amendment. The amendment passed 7-0, and Student Member Isa Sheikh voted no for his student preferential vote.

Member Phillips motioned to amend by striking some language regarding FCMAT, as she wanted more updated FCMAT information. However, Sacramento County Office of Education Superintendent David Gordon and Sacramento County Office of Education Chief Business Officer Nick Sweitzer said they do not feel this amendment should be made, as the information for the period in time that is included is pertinent in illustrating the sequence of events that led to the current situation that the District is in. Member Phillips said she still would go ahead with her motion to amend, but there was no second, so the motion to amend failed.

Vice President Murawski noted that health benefit costs have been consistently brought up in all the reviews done, and Member Phillips noted that some of the same things were repeated in the resolution.

Member Rhodes asked a question about some language in the resolution. He feels that where it speaks about “resources allow” is subjective. Superintendent Aguilar pointed out that the

language in that section was changed. Member Rhodes said that what he was asking for specifically is to change language regarding the 2% mandated reserve and solvency. Member Rhodes motioned to amend the resolution language, and Member Phillips seconded. Member Garcia said she is trying to understand what the change is trying to accomplish. Superintendent Aguilar, Ms. Ramos, and Mr. Sweitzer responded. Member Rhodes voiced his concern that the language can cause continued constriction in the future even if the fiscal outlook improves.

Vice President Murawski acknowledged Member Rhodes concern, yet stated she does not feel that would be the case. She said that while we are in a structural deficit, however, that we should not make on-going commitments. Member Rhodes would like to try to maintain the services we currently have, and Vice President Murawski agreed.

A vote was taken on the motion to amend the resolution made by Member Rhodes and that Member Phillips seconded. The motion failed 5-2 with Members Rhodes and Phillips voting yes, and Student Member Sheikh also voting no along with the other five dissenting board members.

President Pritchett asked for a motion to approve the resolution with Member Garcia's amendment. Member Garcia moved to approve and Second Vice President Woo seconded. The motion passed unanimously.

10.3 Fiscal Recovery Plan (Rose Ramos)

**Action
(Roll Call Vote)**

Chief Business Officer Rose Ramos presented. She went over a history of the District's fiscal challenges, items subject to negotiations, a final list of proposed items, proposed items with alternative funding source, proposed items pending state budget/further review by 7/1/21, proposed items potential cost savings, a background of average costs per student, proposed items requiring further analysis for elimination and/or potential restructure, projected deficit, and next steps. Nick Sweitzer, Chief Business Officer of the Sacramento County Office of Education, also provided comments.

Public Comment:

*Katherine Bell
Charyl Bowens
Victor Medina Del Toro
Valerie Hanley
Tim Hebert*

*Cyd Jaghory
Cassandra Paz
Jim Peterson
Kara Synhorst
Rich Vasquez
Kimberly Wimberly
Gwen Markuson
Michael Paulmarie
Nikki Milevsky
Isabella Sandoval
Kimberly Niemeyer
Stephanie Backovich
Catherine Nguyen
Joanna Gallagher
Kristin Goetz
Wendy Stevensen
Rebecca Turem
Christina Otterson
Dorothy McBroom
Gabby Trejo
Michele Koehler
Phyllis Mosley, Karen Wuynh, Jill Sutter, and Patricia Benoith
Denise Nelson
Jerry Hicks
Kara McMahan
Misty Jones
Scott Chase
Kimberly Shaffer
Maryann Hathaway
Stacia Andagan
Anita Gleason
Peter-Sean Hart
Alison French-Tubo
Cassandra Tillman
Jacki Phillips
Cassandra Boltz
Vu Pham
Tiffany Willard
Jeremy Peters
Tara Thronson
Michelle Geerin Alvarez
Lisa Markuson
Deborah Meltvedt
Ramiro Hernandez
Tracy Fleming
Shana Just
Catherine Warmerdam
Maria Pagan
Roger Dix
Emily Hurley*

*Cindy von Biela
Jack von Biela
Suzi von Biela
Sarah Williams Kingsley
Ryan Fong
Aimee O'Brien
Brett Williams
Tracy Adams
Claudia Aguilar
Lynnette Weaver
Sarah Damerow
Kristi Wright
Laura Powell
Ireland Williams
Karina Aguilera
Lana Harris
Antonia Peigahi
Elizabeth Campbell
Sierra Northcutt
Mercedes Torres
Samantha Hart
Christian Landa
Katie Glover
Anne Bradley
Kate Lenox
Lang Thao
Julie Castro-Feliciano
Jewels Vang
Goe Vang
Elisabeth Johnson
Ailee Thor
Meuy Saeteurn
Sandra Yanez
Adriana Gutierrez
Jennifer Ngo
Erika Galang
Lee Xiong
Ryan Saechin
Karina Aguilera
Christiana Dominguez
John Synhorst
Mayra Tellez
Yessenia Vargas
Vanna Turner
Hiram Jackson
Jennifer Peart
Talyn Wong
Tracy Adams
Patricia Galan
H. Miller*

*Lisa Giordano
Jo Ramos
Valdivia Casillas
Alirayane Harcha
Nikki Garcia
J. Romo
Mary Xiong
Lori Merritt
Vincent Thao
Hunter Moua
Junior Goris
Kim Shaffer*

Board Comments:

President Pritchett commented that the Board must protect what is in front of them right now and what is to come in the future.

Vice President Murawski said she feels the specific cuts in at hand are just part of the solution and that hopefully we can solve our on-going deficit problem through 1) more on-going state and federal dollars, 2) through negotiated solutions, and 3) through cuts that will have a bigger impact on students and schools, as a last choice. She asked for more detail on what the federal funds can cover. Ms. Ramos answered that the connection to use of CARES funding is for mitigating the spread of the virus or mitigating learning loss. Vice President Murawski stated that she hopes elementary sports can also be funded with CARES dollars. She asked what is on the table right now versus items that were presented for information and analysis. Ms. Ramos directed Vice President Murawski to slide 4 which had a list of \$3,186,000 in potential cost savings. She also directed to slide 5, which listed \$1,620,000 in potential costs savings related to mitigation of learning loss, and to slide 6, which listed a preschool contribution of \$564,000 in potential cost savings. Superintendent Aguilar spoke more on appropriate use of CARES funding. Ms. Ramos said these are federal funds and are subject to audit. Nick Sweitzer, Chief Business Officer of the Sacramento County Office of Education, concurred with Ms. Ramos' comments. Chief Academic Officer Christine Baeta and Director of Child Development Jacquie Bonini also shared comments specifically on the Child Development budget. Vice President Murawski asked for clarification on the District proposal around the preschool contribution. She asked if it is to cut the preschool contribution and then come back to let the Board know if there is another funding source for this. She also said she does not understand how a little over a half million dollars pays for almost 50 staff. Ms. Bonini answered that the child care positions are only three hours per day. Superintendent Aguilar said that, prior to the

adoption of a new budget, we think that it would be wise to see how the state budget continues to look in terms of the potential for additional funding for universal preschool. Vice President Murawski asked if there is a 60 day layoff notice on those positions. Chief Human Resources Officer Cancy McArn said that will depend on which staff is noticed as classified required 60 days notice while certificated has a deadline of March 15. Vice President Murawski said that she feels that she did not fully understand how integral the IB and AP test fees are part of the overall operation of those programs and the accessibility to all students; she feels it opens major equity issues.

Member Rhodes said happy Black History Month. He said also it was great to hear one public speaker's comments on music in school, and he shared some of his own school memories of learning a song in Spanish. He said he would like to see translators available during the Board meetings. Regarding Luther Burbank High School's IB program, he said it was amazing to hear so many parents, students and community members comment. He also thanked Ms. Ramos and staff for the presentation. He spoke about inequities and the effect of removing the IB program and exams. He made a motion to remove the IB and AP testing from the list in order to save the IB programs at Luther Burbank High School and Kit Carson International Academy.

Member Villa thanked all community members and said she received hundreds of emails and phone calls. She referred to slide 5 and said she feels we can keep items on the list that are not directly impacting students. The items she noted for removal are GATE, elementary sports, and college and career. Also, she feels the Board should wait to see what state funding comes out in May regarding preschool.

Member Garcia said she appreciates the discussion and thanked all that called in to comment. She said she feels it is important to understand what the next steps will be after whatever action is taken on this proposal. She asked what will happen between now and when a final budget is adopted. Ms. Ramos and Mr. Sweitzer explained. Member Garcia said she is trying to understand what the IB and AP tests mean for the IB programs. She asked how they were paid prior and, if this recommendation is approved, what it will mean for the program to be able to exist as an IB program and if there are any other options for students in having these tests covered. GATE Director Kari Lofing responded by giving some background and explanation. Member Garcia asked what the split is between students who are income eligible and would not be able to take the exams without the subsidy. Ms. Lofing said that 100 percent of students who have taken IB exams fall under the income qualifying header; she will have to follow up with the AP

breakdown. Member Garcia asked if this recommendation is subject to a deadline. The answer was no. Member Garcia would like to see if this item can come back to the Board after more information is obtained. She also commented that, through community messages, none of these recommendations should move forward because the District is poised to receive additional funds. But unfortunately the additional funds are not enough to address the on-going structural deficit. She noted that this is not the end of a conversation, but the beginning, and that they must use the process in place so that the conversation can continue and staff can be given direction. Member Garcia reminded that the cuts being discussed may still not be enough and that this is not the final discussion on this matter.

Member Rhodes brought up Ms. Lofing's comment that 100 percent of students in IB would be impacted negatively, and he feels that she gave sufficient information about IB testing. He feels that tonight could be the end of the conversation for the IB programs. He reminded that he has a motion on the table to remove the IB testing.

Vice President Murawski said she would not second the motion but wanted to take the same idea of taking IB and AP fees off the table. She moved to move forward with the proposed cuts, but amending by excluding the line item of GATE, paying for IB and AP tests, and elementary sports. She went back to what she started with at the last meeting: to keep focused on negotiated solutions, to take some cuts off the table, and to bring back to the Board information about what has been done and further opportunities to maximize the efficacy and cost efficiency of the District office. She talked about proposed cuts that were on the table last week; she said they need more analysis and community input. She said she is thinking in particular about some very small high school programs that are costly to maintain.

Member Rhodes stated that Member Villa made the same recommendation earlier, to keep IB and AP testing, the GATE section, and youth sports. He asked if she is supporting her original motion, or if it is a different motion. Member Villa clarified that she did have a motion on the table. She retracted her motion.

Superintendent Aguilar asked if it would be helpful for staff to give a breakdown of the \$500,000 potential cut between IB and AP testing. President Pritchett said that would be helpful.

Member Garcia clarified that she wanted to understand the percentages of income eligible students versus those that are not income eligible. She wanted to get a sense of if there are any savings to be captured. She would like to know how many students

would have zero access to IB because the tests would not be subsidized by the District. She also said this could be looked at for elementary sports, but does not know what would be the best way to proceed tonight, i.e., to approve the recommendation to cut, but come back with whether or not CARES funds can be used.

Student Member Sheikh said, because of the GATE item, he could not support this. However, he had the same thought as Member Garcia's during the presentation, which is within GATE and IB, how many families can afford that. He hears Vice President Murawski's concerns regarding stigma that may be introduced with a fee waiver process. He noted Ms. Lofing's comment that 100 percent of the students could not afford it otherwise. He feels that if one day we could look at the ratio within AP testing that might be fine, and he agrees that it should be taken off the table for now. He asked for clarification on the \$90,000 in travel. Ms. Ramos replied that this is for travel associated with conferences. Student Member Sheikh asked if this is primarily for staff, and Ms. Ramos said that it is. He asked Ms. Ramos to clarify the number of students involved in the transportation cost. Ms. Ramos reported 40 students. He asked how much are we gaining by these cuts compared to how much students are losing. He does not like to see the travel for college visits for students cut, along with GATE and elementary sports. He feels that some of the special programs tabled last week that were referred to as only for the privileged is a misguided conception in a district where 72 percent of students are below the line of socio-economically disadvantaged. He noted that the fiscal state of the District is not prosperous, as some had commented tonight, but dismal.

President Pritchett said there is a motion on the table by Vice President Murawski to amend by accepting the proposed cuts and removing IB, AP, and elementary sports. Vice President Murawski confirmed this is correct. Member Villa seconded the motion. Student Member Sheikh gave a student preferential vote of no. The motion passed 6-1 with Member Phillips voting no. Student Member Sheikh wanted to motion to also remove college and career visits, but since Vice President Murawski's motion to amend passed, that was not possible, and the Board continued on to vote on the plan as amended.

Member Rhodes moved to extend the meeting to 11:00 p.m., and Vice President Murawski seconded. The motion passed unanimously.

Member Rhodes moved to approve the plan as amended, and Member Villa seconded. Student Member Sheikh gave a student preferential vote of no. The motion passed 6-1 with Member Phillips voting no.

11.0 CONSENT AGENDA

(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 Appointment of Bond Oversight Committee Member for Measures Q and R (Nathaniel Browning)*

11.1d *Approve Memorandum of Understanding with Food Literacy Center for Floyd Farms (Nathaniel Browning)*

11.1e *Approve COVID-19 CARES Act Expenditures (Rose Ramos)*

11.1f *Approve Minutes of the January 14, 2021, Board of Education Meeting (Jorge A. Aguilar)*

11.1g *Approve the Commission on Professional Competence Decision in the Matter of the Dismissal Against Jonathan Hubbard, OAH case No. 2019120095 (Raoul Bozio)*

Public Comment on Item 11.1d:

Elizabeth Vasile

Evelyn Morales

Stacey Kauffman

Felicia James

Justin Nordan

Meghan Phillips

Sarah Modeste

Anna Rosenbaum

Nicole Rogers

Jane Adams

Tawney Lambert

Danielle Stephens

Shelly Kesser

Marie Brougham

Ulysses Unzueta

Kim Kaplan

Jaime Wilson

Heather Bennett

*Karen Holmes
Diana Flores
Erica Holland
Kimio Bazett
Janet Nicol
Tom McElheney
Jay Hansen
Aziz Bellarbi-Salah
Amber Stott
Emilie Cameron
Erik Johnson
Alison French-Tubo*

Vice President Murawski motioned to extend the meeting by five minutes to 11:20 p.m. Student Member Sheikh seconded, and the motion passed unanimously.

President Pritchett asked for a motion to adopt the Consent Agenda. A motion was made to approve by Second Vice President Woo and seconded by Member Villa. The Board voted unanimously to adopt the Consent Agenda.

12.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS

Receive Information

12.1 Business and Financial Information:

- *Enrollment and Attendance Report, Month 4 Ending Friday, December 18, 2020 (Rose Ramos)*

President Pritchett received the Business and Financial information/reports.

13.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ *February 18, 2021 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*
- ✓ *March 4, 2021 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

14.0 ADJOURNMENT

President Pritchett 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 11:20 p.m.

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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1e

Meeting Date: March 4, 2021

Subject: Approve Appointment of Board Member Chinua Rhodes to the California School Board Association (CSBA) Delegate Assembly

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

Department: Board of Education

Recommendation: Approve Board Member Appointment to the CSBA Delegate Assembly.

Background/Rationale: The recommendation of the Board 2nd Vice President is to appoint Board Member Chinua Rhodes to serve a two year term beginning April 1, 2021 through March 31, 2023.

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Delegate Assembly Ballot

<p>Estimated Time of Presentation: N/A Submitted by: Darrel Woo, Board 2nd Vice President Approved by: Jorge A. Aguilar, Superintendent</p>

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than **MONDAY, MARCH 15, 2021**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2021 DELEGATE ASSEMBLY BALLOT
SUBREGION 6-B
(Sacramento County)

Number of vacancies: 5 (Vote for no more than 5 candidates)

Delegates will serve two-year terms beginning April 1, 2021 - March 31, 2023

**denotes incumbent*

Kelly Kelley (Center Joint USD)

Lisa Kaplan (Natomas USD)*

Chinua Rhodes (Sacramento City USD)

Ed Short (Folsom Cordova USD)*

Only four nomination were received; however your board may vote to write in the name a board member to fill this second seat.

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

See reverse side for list of all current Delegates in your Region.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1

Meeting Date: March 4, 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: Enrollment and Attendance Report for Month 5 Ending January 29, 2021

Financial Considerations: Reflects standard business information.

LCAP Goal(s): Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Enrollment and Attendance Report for Month 5 Ending January 29, 2021

<p>Estimated Time: N/A Submitted by: Rose Ramos, Chief Business Officer Approved by: Jorge A. Aguilar, Superintendent</p>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ENROLLMENT AND ATTENDANCE REPORT
MONTH 5, ENDING FRIDAY, JANUARY 29, 2021
TRADITIONAL SCHOOLS

ELEMENTARY TRADITIONAL	REGULAR ENROLLMENT			Special Education Grades K-6	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Kdgn	Grades 1-3	Grades 4-6				2020-2021 Actual Attendance	Cum Attd Days /89 2020-2021
A M Winn Elementary K-8 Waldorf	65	124	124	15	328	95.30%	305.70	95.94%
Abraham Lincoln Elementary	58	216	223	1	498	90.10%	454.36	91.13%
Alice Birney Waldorf-Inspired K-8	71	143	171	2	387	99.67%	382.99	98.53%
Bret Harte Elementary	23	61	81	38	203	89.99%	187.53	90.14%
Caleb Greenwood	71	239	223	1	534	96.38%	523.67	97.36%
Camellia Basic Elementary	65	186	176	9	436	98.36%	431.14	98.76%
Capital City School	5	11	17	0	33	100.00%	30.44	98.58%
Caroline Wenzel Elementary	29	99	104	40	272	92.12%	249.32	92.36%
Cesar Chavez Elementary	0	0	358	9	367	90.46%	332.91	90.64%
Crocker/Riverside Elementary	96	265	268	0	629	99.62%	631.99	99.58%
David Lubin Elementary	67	195	195	32	489	96.61%	476.45	95.90%
Earl Warren Elementary	48	174	193	14	429	95.08%	400.82	93.34%
Edward Kemble Elementary	110	405	0	11	526	92.04%	474.97	91.16%
Elder Creek Elementary	94	349	325	0	768	95.49%	726.48	95.38%
Ethel I Baker Elementary	72	263	276	12	623	93.90%	583.32	94.15%
Ethel Phillips Elementary	66	196	172	16	450	92.78%	412.71	92.24%
Father Keith B Kenny Elementary	22	128	139	25	314	99.70%	279.35	90.34%
Genevieve Didion K-8	71	206	194	10	481	98.17%	475.36	98.43%
Golden Empire Elementary	66	222	269	14	571	96.31%	545.08	96.56%
H W Harkness Elementary	45	122	131	9	307	91.25%	287.48	92.77%
Hollywood Park Elementary	44	121	108	32	305	92.91%	268.48	91.15%
Home/Hospital	3	7	6	6	22	100.00%	7.17	100.00%
Hubert H. Bancroft Elementary	68	151	180	20	419	95.11%	402.52	95.50%
Isador Cohen Elementary	26	97	114	30	267	89.66%	231.99	88.14%
James W Marshall Elementary	46	141	140	32	359	91.43%	329.05	92.17%
John Bidwell Elementary	41	113	117	6	277	87.76%	242.80	88.42%
John Cabrillo Elementary	30	116	147	29	322	95.67%	302.23	95.49%
John D Sloat Elementary	36	118	90	17	261	88.74%	225.36	88.35%
John H. Still K-8	59	247	289	14	609	86.34%	524.51	86.72%
John Morse Therapeutic Center	0	0	0	25	25	90.74%	23.96	92.53%
Leataata Floyd Elementary	33	126	147	14	320	80.00%	258.55	80.79%
Leonardo da Vinci K - 8 School	120	282	287	25	714	98.13%	702.46	97.86%
Mark Twain Elementary	24	110	106	22	262	96.76%	239.35	92.77%
Martin Luther King Jr K-8	37	119	109	29	294	93.51%	276.81	93.78%
Matsuyama Elementary	56	221	242	1	520	97.36%	513.11	97.80%
Nicholas Elementary	48	247	258	21	574	91.25%	516.40	90.10%
O W Erlewine Elementary	39	110	110	18	277	92.49%	258.28	93.54%
Oak Ridge Elementary	61	206	218	5	490	87.84%	426.97	87.54%
Pacific Elementary	115	308	292	0	715	85.35%	613.48	86.92%
Parkway Elementary School	64	215	217	31	527	89.47%	466.85	89.13%
Peter Burnett Elementary	47	164	191	25	427	88.90%	378.64	88.74%
Phoebe A Hearst Elementary	94	278	280	1	653	99.29%	655.79	99.51%
Pony Express Elementary	39	161	177	8	385	96.98%	367.63	95.22%
Rosa Parks K-8 School	32	135	142	5	314	87.05%	275.96	87.32%
Sequoia Elementary	48	164	159	10	381	93.29%	352.03	92.46%
Success Academy K-8	0	0	1	0	1	100.00%	0.85	95.74%
Susan B Anthony Elementary	47	136	137	1	321	95.22%	301.02	92.94%
Sutterville Elementary	60	202	188	6	456	98.15%	450.07	98.16%
Tahoe Elementary	63	109	106	49	327	93.17%	301.24	93.60%
Theodore Judah Elementary	71	205	179	18	473	97.43%	458.63	97.44%
Washington Elementary	62	131	110	22	325	88.66%	277.96	86.00%
William Land Elementary	59	162	168	0	389	93.96%	366.08	94.36%
Woodbine Elementary	42	132	105	24	303	87.89%	258.76	86.61%
TOTAL ELEMENTARY SCHOOLS	2,758	8,638	8,759	804	20,959	93.45%	19,467.01	93.18%
Change from prior month				-2	-10			

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING FRIDAY, JANUARY 29, 2021
 TRADITIONAL SCHOOLS

MIDDLE SCHOOLS	REGULAR ENROLLMENT			Special Education Grades 7-8	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Grade 7	Grade 8	Total Grades 7-8			2020-2021 Actual Attendance	Cum Attd Days/89	PERCENTAGE 2020-2021
							2020-2021	
A M Winn Elementary K-8 Waldorf	25	41	66	0	66	93.38%	58.87	91.62%
Albert Einstein MS	319	334	653	40	693	96.25%	675.36	96.58%
Alice Birney Waldorf-Inspired K-8	59	59	118	0	118	99.82%	116.14	98.43%
California MS	419	493	912	11	923	93.00%	850.06	92.28%
Capital City School	15	13	28	0	28	49.27%	17.10	66.06%
Fern Bacon MS	333	337	670	37	707	87.62%	630.69	89.58%
Genevieve Didion K-8	51	53	104	0	104	99.60%	103.40	99.43%
Home/Hospital	0	1	1	3	4	100.00%	4.47	100.00%
John H. Still K-8	109	140	249	19	268	89.58%	240.26	89.73%
John Morse Therapeutic Center	0	0	0	15	15	74.37%	12.20	82.09%
Kit Carson 7-12	179	192	371	25	396	92.65%	367.45	93.01%
Leonardo da Vinci K - 8 School	67	51	118	17	135	99.42%	133.10	98.79%
Martin Luther King Jr K-8	27	29	56	0	56	94.83%	52.39	92.96%
Rosa Parks K-8 School	198	178	376	39	415	83.88%	354.03	85.21%
Sam Brannan MS	147	174	321	44	365	91.64%	344.16	94.30%
School of Engineering and Science	127	126	253	0	253	95.90%	243.52	96.01%
Success Academy K-8	0	0	0	0	0	0.00%	0.00	0.00%
Sutter MS	558	564	1122	21	1143	97.58%	1119.20	97.78%
Will C Wood MS	324	332	656	48	704	94.89%	664.00	94.13%
TOTAL MIDDLE SCHOOLS	2,957	3,117	6,074	319	6,393	93.21%	5,986.39	93.63%

Change from prior month	-3	-13
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING FRIDAY, JANUARY 29, 2021
 TRADITIONAL SCHOOLS

HIGH SCHOOLS	REGULAR ENROLLMENT					Total Grade 9-12	Special Education Grades 9-12	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Continuation	Grade 9	Grade 10	Grade 11	Grade 12				2020-2021 Actual Attendance	Cum Attd Days/89	PERCENTAGE 2020-2021
									2020-2021	2020-2021	2020-2021
American Legion HS	170	0	0	0	0	170	0	170	67.12%	107.47	60.48%
Arthur A. Benjamin Health Prof	0	50	49	44	54	197	13	210	94.99%	191.09	92.76%
C K McClatchy HS	0	584	609	528	505	2226	76	2302	88.36%	2027.65	90.50%
Capital City School	0	20	31	62	106	219	0	219	77.63%	182.20	78.56%
Hiram W Johnson HS	0	514	421	439	310	1684	173	1857	81.57%	1505.71	83.14%
Home/Hospital	0	1	1	1	1	4	12	16	100.00%	10.17	100.00%
John F Kennedy HS	0	545	506	491	464	2006	125	2131	92.29%	1938.12	92.56%
Kit Carson 7-12	0	72	64	38	18	192	0	192	96.46%	186.79	97.07%
Luther Burbank HS	0	399	388	356	388	1531	160	1691	86.55%	1479.69	88.10%
Rosemont HS	0	385	380	270	278	1313	114	1427	91.37%	1300.51	91.98%
School of Engineering and Science	0	97	96	65	56	314	0	314	96.81%	304.10	96.88%
West Campus HS	0	219	194	215	199	827	0	827	98.81%	819.15	99.06%
TOTAL HIGH SCHOOLS	170	2,886	2,739	2,509	2,379	10,683	673	11,356	88.83%	10,052.65	89.77%

Change from prior month	-9	-50
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING FRIDAY, JANUARY 29, 2021
 TRADITIONAL SCHOOLS

DISTRICT TOTALS	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
		2020-2021 Actual Attendance	Cum Attd Days/89	PERCENTAGE 2020-2021
			2020-2021	
ELEMENTARY	20,959	93.45%	19,467	93.18%
MIDDLE	6,393	93.21%	5,986	93.63%
HIGH SCHOOL	11,356	88.83%	10,053	89.77%
TOTAL ALL DISTRICT SEGMENTS	38,708	92.07%	35,506	92.26%

Total Non-Public Schools as of 2/23/21	301
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Non-Public change from prior month	-6
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING FRIDAY, JANUARY 29, 2021
 ADULT EDUCATION SCHOOLS

ADULT EDUCATION	ENROLLMENT	HOURS EARNED			2020-2021 CUMULATIVE ADA		
		CONCURRENT	OTHER	TOTAL	CONCURRENT	OTHER	TOTAL
A. Warren McClaskey Adult Center	181	0	4,273.95	4,273.95	0	35.5	35.5
Charles A. Jones Career & Education Center	345	0	12,189.21	12,189.21	0	152.73	152.73
TOTAL ADULT EDUCATION	526	0	16,463.16	16,463.16	0	188.23	188.23

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING FRIDAY, JANUARY 29, 2021
 GRADE BY GRADE ENROLLMENT

ELEMENTARY SCHOOLS	REGULAR CLASS ENROLLMENT							TOTAL
	Kdgn	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	REGULAR
A M Winn Elementary K-8 Waldorf	65	42	40	42	39	42	43	313
Abraham Lincoln Elementary	58	69	70	77	70	72	81	497
Alice Birney Waldorf-Inspired K-8	71	48	48	47	48	63	60	385
Bret Harte Elementary	23	14	23	24	23	31	27	165
Caleb Greenwood	71	72	95	72	66	63	94	533
Camellia Basic Elementary	65	54	67	65	55	62	59	427
Capital City School	5	3	3	5	6	5	6	33
Caroline Wenzel Elementary	29	31	32	36	44	19	41	232
Cesar Chavez Elementary	0	0	0	0	137	118	103	358
Crocker/Riverside Elementary	96	93	86	86	90	89	89	629
David Lubin Elementary	67	66	61	68	73	69	53	457
Earl Warren Elementary	48	62	61	51	63	72	58	415
Edward Kemble Elementary	110	141	130	134	0	0	0	515
Elder Creek Elementary	94	119	119	111	116	116	93	768
Ethel I Baker Elementary	72	96	81	86	90	105	81	611
Ethel Phillips Elementary	66	67	70	59	56	59	57	434
Father Keith B Kenny Elementary	22	36	48	44	52	46	41	289
Genevieve Didion K-8	71	69	64	73	66	64	64	471
Golden Empire Elementary	66	70	75	77	82	94	93	557
H W Harkness Elementary	45	35	40	47	41	45	45	298
Hollywood Park Elementary	44	31	47	43	29	37	42	273
Home/Hospital	3	1	2	4	2	2	2	16
Hubert H. Bancroft Elementary	68	64	47	40	72	50	58	399
Isador Cohen Elementary	26	22	40	35	38	43	33	237
James W Marshall Elementary	46	47	52	42	43	52	45	327
John Bidwell Elementary	41	43	31	39	30	35	52	271
John Cabrillo Elementary	30	44	35	37	51	52	44	293
John D Sloat Elementary	36	43	29	46	31	28	31	244
John H. Still K-8	59	74	94	79	100	91	98	595
John Morse Therapeutic Center	0	0	0	0	0	0	0	0
Leataata Floyd Elementary	33	39	38	49	46	53	48	306
Leonardo da Vinci K - 8 School	120	96	94	92	96	96	95	689
Mark Twain Elementary	24	34	39	37	40	33	33	240
Martin Luther King Jr K-8	37	48	38	33	44	32	33	265
Matsuyama Elementary	56	70	72	79	77	82	83	519
Nicholas Elementary	48	75	86	86	84	90	84	553
O W Erlewine Elementary	39	33	44	33	33	44	33	259
Oak Ridge Elementary	61	77	72	57	82	79	57	485
Pacific Elementary	115	104	97	107	99	95	98	715
Parkway Elementary School	64	72	71	72	66	65	86	496
Peter Burnett Elementary	47	54	55	55	61	63	67	402
Phoebe A Hearst Elementary	94	90	95	93	96	91	93	652
Pony Express Elementary	39	43	54	64	57	59	61	377
Rosa Parks K-8 School	32	47	41	47	44	53	45	309
Sequoia Elementary	48	50	55	59	60	53	46	371
Success Academy K-8	0	0	0	0	0	1	0	1
Susan B Anthony Elementary	47	43	46	47	39	61	37	320
Sutterville Elementary	60	67	67	68	58	56	74	450
Tahoe Elementary	63	46	30	33	39	35	32	278
Theodore Judah Elementary	71	66	67	72	58	59	62	455
Washington Elementary	62	49	41	41	48	31	31	303
William Land Elementary	59	50	62	50	58	54	56	389
Woodbine Elementary	42	47	48	37	36	37	32	279
TOTAL	2,758	2,856	2,902	2,880	2,934	2,946	2,879	20,155

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING FRIDAY, JANUARY 29, 2021
 CUMULATIVE TOTAL ABSENCES

ELEMENTARY	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	328	1,152	27,207	28,359	95.94%
Abraham Lincoln El	498	3,934	40,438	44,372	91.13%
Alice Birney Waldorf-Inspired K8	387	508	34,086	34,594	98.53%
Bret Harte Elementary	203	1,826	16,690	18,516	90.14%
Caleb Greenwood	534	1,262	46,607	47,869	97.36%
Camellia Basic Elementary	436	483	38,371	38,854	98.76%
Capital City School	33	39	2,709	2,748	98.58%
Caroline Wenzel Elementary	272	1,835	22,189	24,024	92.36%
Cesar Chavez ES	367	3,058	29,629	32,687	90.64%
Crocker/Riverside Elementary	629	235	56,247	56,482	99.58%
David Lubin Elementary	489	1,815	42,404	44,219	95.90%
Earl Warren Elementary	429	2,544	35,673	38,217	93.34%
Edward Kemble Elementary	526	4,101	42,272	46,373	91.16%
Elder Creek Elementary	768	3,135	64,657	67,792	95.38%
Ethel I Baker Elementary	623	3,227	51,915	55,142	94.15%
Ethel Phillips Elementary	450	3,088	36,731	39,819	92.24%
Father Keith B Kenny K-8 School	314	2,660	24,862	27,522	90.34%
Genevieve Didion Elementary	481	675	42,307	42,982	98.43%
Golden Empire Elementary	571	1,726	48,512	50,238	96.56%
H W Harkness Elementary	307	1,994	25,586	27,580	92.77%
Hollywood Park Elementary	305	2,320	23,895	26,215	91.15%
Home/Hospital	22	0	638	638	100.00%
Hubert H. Bancroft Elementary	419	1,688	35,824	37,512	95.50%
Isador Cohen Elementary	267	2,778	20,647	23,425	88.14%
James W Marshall Elementary	359	2,488	29,285	31,773	92.17%
John Bidwell Elementary	277	2,829	21,609	24,438	88.42%
John Cabrillo Elementary	322	1,270	26,898	28,168	95.49%
John D Sloat Elementary	261	2,645	20,057	22,702	88.35%
John H. Still K-8	609	7,227	47,206	54,433	86.72%
John Morse Therapeutic Center	25	172	2,132	2,304	92.53%
Leataata Floyd Elementary	320	5,473	23,011	28,484	80.79%
Leonardo da Vinci K - 8 School	714	1,365	62,519	63,884	97.86%
Mark Twain Elementary	262	1,661	21,302	22,963	92.77%
Martin Luther King Jr Elementary	294	1,635	24,636	26,271	93.78%
Matsuyama Elementary	520	1,027	45,667	46,694	97.80%
Nicholas Elementary	574	5,052	45,960	51,012	90.10%
O W Erlewine Elementary	277	1,587	22,987	24,574	93.54%
Oak Ridge Elementary	490	5,409	38,000	43,409	87.54%
Pacific Elementary	715	8,219	54,600	62,819	86.92%
Parkway Elementary School	527	5,065	41,550	46,615	89.13%
Peter Burnett Elementary	427	4,276	33,699	37,975	88.74%
Phoebe A Hearst Elementary	653	290	58,365	58,655	99.51%
Pony Express Elementary	385	1,643	32,719	34,362	95.22%
Rosa Parks K-8 School	314	3,568	24,560	28,128	87.32%
Sequoia Elementary	381	2,556	31,331	33,887	92.46%
Success Academy K-8	1	2	45	47	95.74%
Susan B Anthony Elementary	321	2,034	26,791	28,825	92.94%
Sutterville Elementary	456	751	40,056	40,807	98.16%
Tahoe Elementary	327	1,833	26,810	28,643	93.60%
Theodore Judah Elementary	473	1,071	40,818	41,889	97.44%
Washington Elementary	325	4,028	24,738	28,766	86.00%
William Land Elementary	389	1,948	32,581	34,529	94.36%
Woodbine Elementary	303	3,561	23,030	26,591	86.61%
TOTAL	20,959	126,768	1,733,058	1,859,826	93.18%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING FRIDAY, JANUARY 29, 2021
 CUMULATIVE TOTAL ABSENCES

MIDDLE	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	66	479	5,239	5,718	91.62%
Albert Einstein MS	693	2,126	60,107	62,233	96.58%
Alice Birney Waldorf-Inspired K-8	118	165	10,336	10,501	98.43%
California MS	923	6,328	75,655	81,983	92.28%
Capital City School	28	782	1,522	2,304	66.06%
Fern Bacon MS	707	6,532	56,131	62,663	89.58%
Genevieve Didion K-8	104	53	9,203	9,256	99.43%
Home/Hospital	4	0	398	398	100.00%
John H. Still K-8	268	2,447	21,383	23,830	89.73%
John Morse Therapeutic Center	15	237	1,086	1,323	82.09%
Kit Carson 7-12	396	2,459	32,703	35,162	93.01%
Leonardo da Vinci K - 8 School	135	145	11,846	11,991	98.79%
Martin Luther King Jr K-8	56	353	4,663	5,016	92.96%
Rosa Parks K-8 School	415	5,471	31,509	36,980	85.21%
Sam Brannan MS	365	1,852	30,630	32,482	94.30%
School of Engineering and Science	253	901	21,673	22,574	96.01%
Success Academy K-8	0	0	0	0	0.00%
Sutter MS	1,143	2,260	99,609	101,869	97.78%
Will C Wood MS	704	3,682	59,096	62,778	94.13%
TOTAL	6,393	36,272	532,789	569,061	93.63%

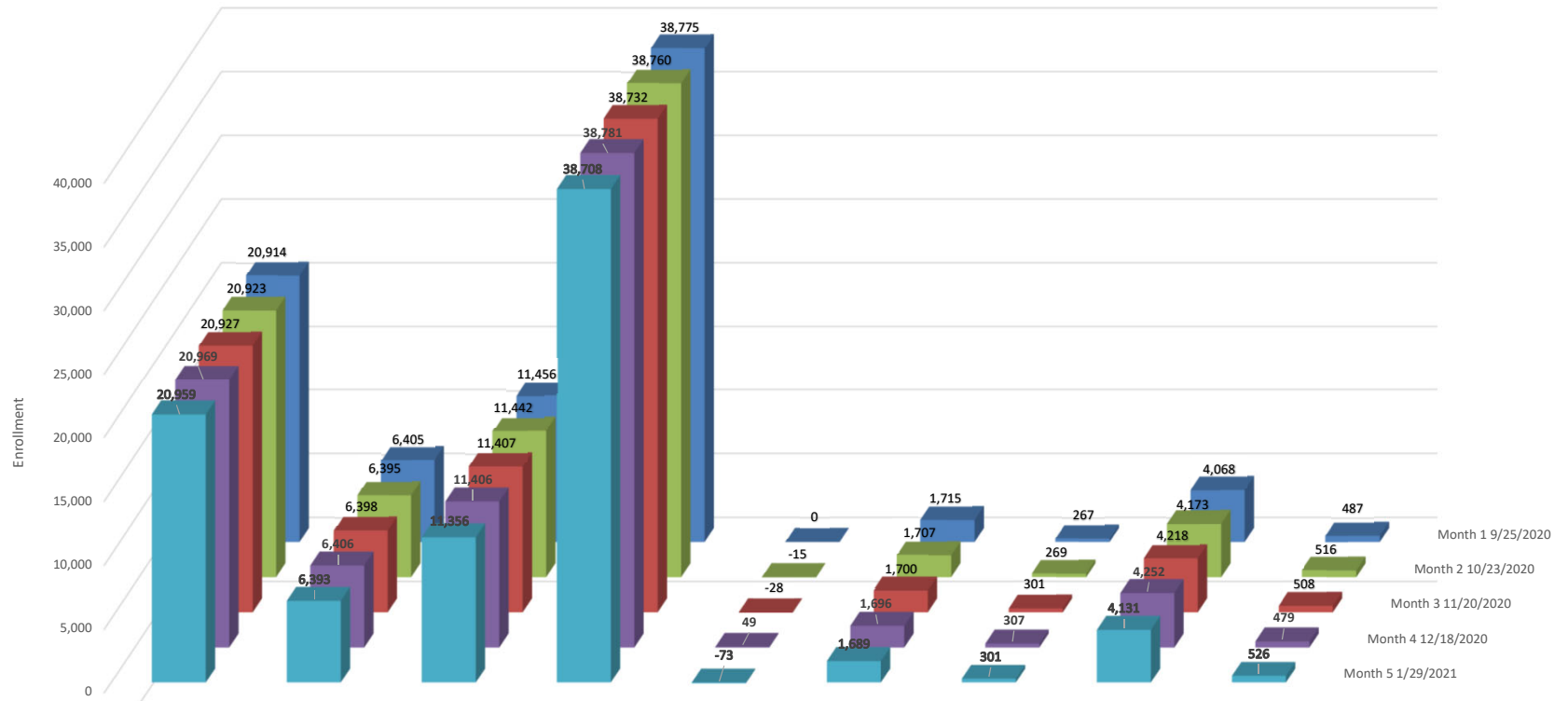
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING FRIDAY, JANUARY 29, 2021
 CUMULATIVE TOTAL ABSENCES

HIGH SCHOOL	ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
American Legion HS	170	6,251	9,565	15,816	60.48%
Arthur A. Benjamin Health Prof	210	1,327	17,007	18,334	92.76%
C K McClatchy HS	2,302	18,954	180,461	199,415	90.50%
Capital City School	219	4,425	16,216	20,641	78.56%
Hiram W Johnson HS	1,857	27,172	134,008	161,180	83.14%
Home/Hospital	16	0	905	905	100.00%
John F Kennedy HS	2,131	13,863	172,493	186,356	92.56%
Kit Carson 7-12	192	501	16,624	17,125	97.07%
Luther Burbank HS	1,691	17,787	131,692	149,479	88.10%
Rosemont HS	1,427	10,087	115,745	125,832	91.98%
School of Engineering and Science	314	872	27,065	27,937	96.88%
West Campus HS	827	692	72,904	73,596	99.06%
TOTAL	11,356	101,931	894,685	996,616	89.77%

	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
TOTAL ALL SCHOOLS	38,708	264,971	3,160,532	3,425,503	92.26%

	Students in Non Public Schools	Total Enrollment	ADA	ADA %	% Change
2019-2020 Actual		40,408	38,220	94.58%	
2020-2021 Projected		40,383	38,208	94.61%	
Month 01	267	38,775	35,777	93.08%	
Month 02	269	38,760	35,673	92.72%	-0.36%
Month 03	301	38,732	35,612	92.55%	-0.17%
Month 04	307	38,781	35,540	92.35%	-0.20%
Month 05	301	38,708	35,506	92.26%	-0.09%

Monthly Attendance



	Elementary	Middle	High	Total	Variance	Dependent Charter	Non-Public Schools	Independent Charter	Adult Ed.
Month 5 1/29/2021	20,959	6,393	11,356	38,708	-73	1,689	301	4,131	526
Month 4 12/18/2020	20,969	6,406	11,406	38,781	49	1,696	307	4,252	479
Month 3 11/20/2020	20,927	6,398	11,407	38,732	-28	1,700	301	4,218	508
Month 2 10/23/2020	20,923	6,395	11,442	38,760	-15	1,707	269	4,173	516
Month 1 9/25/2020	20,914	6,405	11,456	38,775	0	1,715	267	4,068	487