



Putting
Children
First

BOARD OF EDUCATION MEETING AND WORKSHOP AMENDED

Board of Education Members

- Chinua Rhodes, President (Trustee Area 5)*
- Lavinia Grace Phillips, Vice President (Trustee Area 7)*
- Jasjit Singh, Second Vice President (Trustee Area 2)*
- Tara Jeane (Trustee Area 1)*
- Christina Pritchett (Trustee Area 3)*
- Jamee Villa (Trustee Area 4)*
- Taylor Kayatta (Trustee Area 6)*
- Liam McGurk, Student Member*

Thursday, April 13, 2023

4:30 p.m. Closed Session

6:30 p.m. Open Session

Serna Center

*Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824*

AGENDA

2022/23-24

Allotted Time

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

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

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) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (One Potential Case)*
- b) Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2023020832 and OAH Case No. 2023010109)*

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

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

3.4 Education Code 35146- The Board will hear staff recommendation on the following student expulsions: Expulsion# 14, 16, 17, 18 and 19 2022/2023 (Lisa Allen)

- 6:30 p.m. **4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE**
 - 4.1 *The Pledge of Allegiance*
 - 4.2 *Broadcast Statement*
 - 4.3 *Stellar Student introduced by Board Member Christina Pritchett*

- 6:35 p.m. **5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

- 6:40 p.m. **6.0 AGENDA ADOPTION**

- 6:45 p.m. **7.0 PUBLIC COMMENT** **15 minutes**

Members of the public may address the Board on non-agenda items that are within the subject matter jurisdiction of the Board. Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in writing through the district’s website at <https://www.scusd.edu/submit-public-comment>; or (3) provided in-person at the meeting. The submission deadline for written public comments shall be no later than noon on the day of the meeting. If you intend to address the Board in-person, please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to two (2) minutes with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

- 7:00 p.m. **8.0 COMMUNICATIONS**
 - 8.1 *Employee Organization Reports:*
 - *SCTA*
 - *SEIU*
 - *TCS*
 - *Teamsters*
 - *UPE*

Information
SCTA – 15 minutes
SEIU – 3 minutes
TCS – 3 minutes
Teamsters – 3 minutes
UPE – 3 minutes

 - 8.2 *District Advisory Committees:*
 - *Community Advisory Committee*
 - *District English Learner Advisory Committee*
 - *Local Control Accountability Plan/Parent Advisory Committee*
 - *Student Advisory Council*
 - *Black/African American Advisory Board*

Information
3 minutes each

 - 8.3 *Student Member Report (Liam McGurk)*

Information
5 minutes

- 7:27 p.m.

- 7:42 p.m.

9.0 SPECIAL PRESENTATION

- 7:47 p.m. 9.1 *Building Site Leadership Capacity to Foster A Collaborative Culture focused on Improving Student Achievement (Yvonne Wright)* **Action**
30 minute presentation
15 minute discussion
- 8:32 p.m. 9.2 *LCSSP Annual Update 2022-23: Student Attendance & Engagement and the CARE Team (Jennifer Kretschman)* **Information**
10 minute presentation
10 minute discussion
- 8:52 p.m. 9.3 *Board Policy 3100 (Rose Ramos)* **1st Reading**
10 minute presentation
20 minute discussion

10.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

- 9:22 p.m. 10.1 *Revision to Board Policy 6170.1 Transitional Kindergarten (Yvonne Wright)* **Action**
10 minute presentation
10 minute discussion
- 9:42 p.m. 10.2 *Revision to Board Policy 6158- Independent Study (Yvonne Wright)* **Conference/Action**
5 minute presentation
10 minute discussion
- 9:57 p.m. 10.3 *Review and Approve Amendment No.2 for Legal Services-SA23-00158 (Rose Ramos)* **Action**
10 minute presentation
10 minute discussion

11.0 COMMUNICATIONS

- 10:17 p.m. 11.1 *Superintendent's Report (Jorge A. Aguilar)* **Information**
5 minutes
- 10:22 p.m. 11.2 *President's Report (Chinua Rhodes)* **Information**
5 minutes
- 10:27 p.m. 11.3 *Information Sharing by Board Members* **Information**
10 minutes

- 10:37 p.m. **12.0 CONSENT AGENDA** **Action**
2 minutes
Generally routine items are approved by one motion without discussion. The Superintendent or a Board member may request an item be pulled from the consent agenda and voted upon separately.

12.1 Items Subject or Not Subject to Closed Session:

12.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Rose Ramos)

12.1b Approve Personnel Transactions (Dr. Cancy McArn)

12.1c Approve Rosemont High School Trip to Houston, TX, April 19-24, 2023 (Lisa Allen and Tuan Duong)

12.1d Approve Staff Recommendations for Expulsion, # 14, 16, 17, 18 and 19 2022/2023 (Lisa Allen and Stephan Brown)

12.1e Approve Minutes for the March 2, 2023, Regular Board of Education Meeting (Jorge A. Aguilar)

12.1f Approve Mandatory Reporting to the Sacramento County Office of Education-Uniform Complaints Regarding the Williams Settlement Processed for the Period of January 2023 through March 2023 (Dr. Cancy McArn)

10:39 p.m. **13.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ *April 27, 2023, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*
- ✓ *May 4, 2023, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

10:41 p.m. **14.0 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# 9.1

Meeting Date: April 13, 2023

Subject: Building Site Leadership Capacity to Foster A Collaborative Culture
focused on Improving Student Achievement

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

Division: Academic Office

Recommendation: NA

Background/Rationale:

Recent studies have found that effective principals have far greater and more positive impacts on student achievement and attendance and teacher satisfaction and retention than previously realized. (Grissom et al, 2021). Tonight's presentation focuses on SCUSD's multi-pronged approach to building the capacity of site leaders, site leadership teams and educators to foster a culture of collaboration focused on student learning at their school sites. With a focus on SCUSD's strategic priorities of *High-Quality Instruction*, *Multi-Tiered System of Supports (MTSS)*, and *Culturally Responsive Professional Learning*, site leaders are strengthening their knowledge and skills in supporting teachers to use evidenced-based instructional practices, facilitating leadership teams, and creating the conditions for impactful teacher-teacher and teacher- leader collaboration.

Grissom, Jason A., Anna J. Egalite, and Constance A. Lindsay. 2021. "How Principals Affect Students and Schools: A Systematic Synthesis of Two Decades of Research." New York: The Wallace Foundation. Available at <http://www.wallacefoundation.org/principalsynthesis>.

Financial Considerations:

LCAP Goal(s):

- Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students
- Goal 5: Engagement/Empowerment
- Goal 6: Implementation of MTSS/Data-Based Decision Making

Documents Attached: NA

Estimated Time of Presentation: 30 min

Submitted by: Yvonne Wright, Chief Academic Officer

Approved by: Jorge A. Aguilar, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.2

Meeting Date: April 13, 2023

Subject: 2022-23 Annual LCSSP Grant Update: Student Attendance & Engagement and the CARE Team

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

Division: Office of the Deputy Superintendent

Recommendation: N/A

Background/Rationale: 2022-2023 marks the third and final year that SCUSD's office of Attendance & Engagement has been the recipient of the state's Learning Communities for School Success Program (LCSSP) Grant which is aimed at improving student outcomes by reducing chronic absenteeism and truancy and supporting students who are at risk of dropping out of school or are victims of crime. Formerly titled, the Be Here team, the CARE TEAM has faced unimaginable challenges in this post-Pandemic climate, but has maintained its integrity and vision through its many collaborations and adhering to SCUSD's MTSS process. The data tells the story. The hard work, best practices and innovative solutions the CARE Team and the countless staff who support attendance have implemented these past 3 years and have paved the way for a successful and solid branch of MTSS: The Office of Attendance & Engagement.

Documents Attached: N/A

<p>Estimated Time of Presentation: 10 mins/10 min discussion Submitted by: Jennifer Kretschman, Director Student Attendance & Engagement Approved by: Lisa Allen, Deputy Superintendent</p>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.3

Meeting Date: April 13, 2023

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/First Reading
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Review the proposed revisions to Board Policy BP 3100: Business and Noninstructional Operations for the increase of the general fund expenditure reserve from the minimum 2% to a 5% reserve level.

No revisions proposed to Board Policy BP 3100: Business and Noninstructional Operations for use of One-Time funds.

Background/Rationale: In order to maintain fiscal solvency, restore stability and address long term financial issues, the Board approved revisions to BP 3100 to establish and maintain a general fund reserve for economic uncertainty at no less than 5%. Implementation for establishing the 5% minimum reserve level is recommended to begin in fiscal year 2022-2023 or after the deficit is eliminated.

Options for revising Board Policy BP 3100: Business and Noninstructional Operations 5% reserve level of general fund expenditures.

1. Eliminate the 5% reserve and only maintain the 2% required reserve
2. Suspend the 5% reserve and only maintain the 2% required reserve
3. Reduce the 5% reserve to an amount above the 2% required reserve

Financial Considerations: Revise BP 3100 - 5% reserve level

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

Documents Attached:

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

Estimated Time: 10 minutes

Submitted by: Rose Ramos, Chief Business Officer

Approved by: Jorge A. Aguilar, Superintendent

Board of Education Executive Summary

Business Services

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

April 13, 2023



I. OVERVIEW/HISTORY:

On March 4, 2021 the Sacramento City Unified School District Board approved revisions to board policy (BP) 3100 Business and Noninstructional Operations in order to increase the general fund expenditure reserve from the minimum 2% to a 5% reserve level. Implementation for establishing the 5% minimum reserve level would begin in fiscal year 2022-2023 or after the deficit was eliminated. BP 3100 was also revised to include the use of One-Time funding and Board approval for use of One-Time funds which would require separate board action.

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 all of the findings of the study. The FCMAT study listed significant risk factors including persistent deficit spending, substantial reductions in fund balance, inadequate reserve levels and use of one-time funds for ongoing expenses. 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 that was released in December 2019 also highlighted the same risk factors as noted in the 2018 FCMAT study.

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
- March 4, 2021 Board Meeting – Board Approval to revise BP 3100 Business and Noninstructional Operations 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.

Board of Education Executive Summary

Business Services

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

April 13, 2023



- 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.

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 in fiscal year 2022-2023 or after the deficit is eliminated. A few fiscal uncertainties that the District may be facing in the near future include:

- Lower COLA in future years – which would reduce ongoing revenues
- Recession – which may impact the State budget and result in funding reductions to education
- Current and future salary settlements – which may increase ongoing expenditures
- Declining enrollment – which would reduce ongoing revenues
- Declining ADA rate – which will reduce ongoing revenues

Therefore, higher reserves can assist the District in managing these fiscal uncertainties.

The board can take action to revise BP 3100 Business and Noninstructional Operations 5% reserve level. Possible options for revising:

1. Eliminate the 5% reserve and only maintain the 2% required reserve
2. Suspend the 5% reserve and only maintain the 2% required reserve
3. Reduce the 5% to an amount above the 2% required reserve but less than the 5%

IV. GOALS, OBJECTIVES AND MEASURES:

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

V. MAJOR INITIATIVES:

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

Board of Education Executive Summary

Business Services

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

April 13, 2023



VI. RESULTS:

Revised Board Policy BP 3100 to address reserve level needed to establish and maintain fiscal solvency.

VII. LESSONS LEARNED/NEXT STEPS:

- Continue to monitor the state budget and its impact on the district finances
- Continue to monitor the District and state fiscal health
- Continue to work with the Sacramento County Fiscal Advisor
- 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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1

Meeting Date: April 13, 2023

Subject: Revision of Board Policy 6170.1 Transitional Kindergarten

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

Division: Academic Office/Early Learning and Care

Recommendation: NA

Background/Rationale:

The research clearly indicates that high-quality education for young learners is vitally important in assuring school success and plays a pivotal role in closing the achievement gap among groups of students. Children who participate in high-quality early childhood programs tend to perform at/above the proficiency level, have greater language abilities, and fewer grade retentions (Lynch, 2005). According to a study conducted by the RAND Corporation in 2007, the readiness gap mirrors the achievement gap of students in the primary grades. However, the report denoted that entering Kindergarten at an older age is an important predictor for student success. Students who are older when they enter Kindergarten demonstrate a significant boost in academic achievement, self-confidence, and positive attitudes about school and learning.

Consequently, to ensure student readiness, it is vital that SCUSD provides quality Transitional Kindergarten (TK) programming to give students an additional year to mature socially, emotionally, cognitively, and physically. The proposed revisions to the Transitional Kindergarten (TK) Policy will provide the guidelines necessary to create the learning environments that support quality instruction and learning for students in the district's TK classrooms while meeting the requirements of AB 130.

In 2021, legislation was passed that requires any school district operating a kindergarten to also provide a TK program for all children who turn four years old by September 1 by the year 2025–26. TK uses a modified kindergarten curriculum that is age and developmentally appropriate and based on California's Preschool Learning Foundations and Frameworks (California Department of Education, Transitional Kindergarten FAQs, <https://www.cde.ca.gov/ci/gs/em/kinderfaq.asp>).

Financial Considerations: N/A

LCAP Goal(s):

Goal 1: College Career Readiness

Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students

Documents Attached:

List the documents included:

Executive Summary

Original copy of BP 6170.1, Transitional Kindergarten

Redlined copy of BP 6170.1, Transitional Kindergarten

Revised copy of BP 6170.1, Transitional Kindergarten

Estimated Time of Presentation: 10 min

Submitted by: Yvonne Wright, Chief Academic Officer

Approved by: Jorge A. Aguilar, Superintendent

Board of Education Executive Summary

Department: Academic Office

Title: Revision of Board Policy 6170.1 Transitional Kindergarten

Date of Meeting: April 13, 2023



I. Overview of Transitional Kindergarten, (formerly named Early Kindergarten)

In 2010, California enacted the Kindergarten Readiness Act, S.B. 1381. Prior to that time, children in Sacramento City Unified School District (SCUSD) and throughout the state began Kindergarten at a younger age than almost all other states. These early age students often began school before they had maturity, early literacy and pre-math skills needed to meet the challenges of a rigorous academic Kindergarten program. Moving back the Kindergarten entry date was a welcome response addressing this longstanding practice and created a new educational opportunity, Transitional Kindergarten (TK), formerly referred to as Early Kindergarten (EK) in SCUSD.

This gift of time affords children who turn five at the beginning of a school year or at a later time in that same year, an additional year of school and serves as a bridge between preschool and Kindergarten. Transitional Kindergarten uses developmentally appropriate curricula aligned to the California Preschool Learning Foundations, Common Core, and State Standards taught by credentialed teachers in an enriching environment.

The district continues to deepen its implementation of Transitional Kindergarten for its students and families. Since its implementation in 2011 with four pilot school sites: Alice Birney Waldorf Inspired K-8, Leonardo da Vinci K-8, Theodore Judah, and Hubert Bancroft, the TK has expanded to H.W. Harkness, A.M. Winn, Pacific, Crocker/Riverside (relocated to Washington for the 2016/2017 school year), John Sloat, Pacific, Tahoe, Earl Warren, Edward Kemble, Ethel Phillips, Isador Cohen, John Bidwell, Mark Twain, Martin Luther King, Parkway, and Susan B. Anthony, and for the 2023/2024 school year will further expand to David Lubin, Elder Creek, Ethel I. Baker, Genevieve Didion, Golden Empire, Hollywood Park, and John Cabrillo by providing students and families regional access for this early educational opportunity. The response from parents and school staff strongly indicate that Transitional Kindergarten provides the extra support to help students develop the social, emotional and academic skills needed for regular Kindergarten and success in school. It is the district's intent to expand the program to each school that is able to support this educational opportunity for its school community.

An important first step for sustaining Transitional Kindergarten, was the adoption of Board Policy # 6170.1 which was adopted by the Board in November 2014, introducing Early Kindergarten (now identified as Transitional Kindergarten) as an essential regular grade school regulations and prescribed essential program components needed to provide our students with the knowledge, skills, and attitudes that will position them for success in subsequent grades.

The California Department of Education (CDE) has recently amended Education Code (EC) 48000 for Transitional Kindergarten. The request to revise/amend Board Policy #6170.1

Board of Education Executive Summary

Department: Academic Office

Title: Revision of Board Policy 6170.1 Transitional Kindergarten

Date of Meeting: April 13, 2023



appropriately complies with CDE and the needed changes suggested by the California School Board Association.

II. Driving Governance:

The research clearly indicates that high-quality education for young learners is vitally important in assuring school success and plays a pivotal role in closing the achievement gap among groups of students. Children who participate in high-quality early childhood programs tend to perform at/above the proficiency level, have greater language abilities, and fewer grade retentions (Lynch, 2005). According to a study conducted by the RAND Corporation in 2007, the readiness gap mirrors the achievement gap of students in the primary grades. However, the report denoted that entering Kindergarten at an older age is an important predictor for student success. Students who are older when they enter Kindergarten demonstrate a significant boost in academic achievement, self-confidence, and positive attitudes about school and learning. Consequently, to ensure student readiness, it is vital that SCUSD provides quality Transitional Kindergarten to give students an additional year to mature socially, emotionally, cognitively, and physically. The proposed revisions to the Transitional Kindergarten Policy will provide the guidelines necessary to create the learning environments that support quality instruction and learning for students in the district's Transitional Kindergarten classrooms.

III. Budget:

The adoption of the proposed revisions to the existing Transitional Kindergarten Board Policy #6170.1 does not have any budget implications. Transitional Kindergarten is supported with Local Control Formula Funds. (LCFF)

IV. Goals, Objectives and Measures:

The district is fully committed to preparing its students for college and career. Its goal is to provide students with experiences, beginning with the formative years, which will place them on a trajectory that will position them for success beyond their preschool- grade 12 tenure. Hence, Transitional Kindergarten is critical to accomplishing this end.

To ensure the program's success, the district is committed to providing an infrastructure of support based on research, reform initiatives and exemplary practices. This includes quality professional learning that is continuous and fosters a deepening of subject matter knowledge and a greater understanding of learning for improving classroom practice and student learning, as well as customized targeted support.

Transitional Kindergarten effectiveness is measured by student performance to the district standards developed and adopted from the California Learning Foundations and state and

Board of Education Executive Summary

Department: Academic Office

Title: Revision of Board Policy 6170.1 Transitional Kindergarten

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Common Core standards for this grade level. Student progress is assessed and reported to parents each trimester and conference times. Parents and staff are surveyed annually to gain community comment and evaluate the overall program and the instructional delivery the measure program effectiveness.

V. Major Initiatives:

The following education revisions are requested for the existing Transitional K Board Policy #6170.1

- Section one, **Eligibility**, page one - replaces the term “Early Kindergarten” with Transitional Kindergarten
- Section one, **Eligibility**, page one – expands the prioritized enrollment dates to extend eligibility to children who will turn four years old by September 1 by the 2025-2026 school year.
- Section two, **Waivers**, page two- replaces the term “Early Kindergarten” with Transitional Kindergarten.
- Section two, **Waivers**, page two and three- establishes a waiver process for children whose fifth birthday is on or before September 1 and for students whose fifth birthday are after the given year’s eligibility window for the 2023-24 and 2024-25 school years only.
- Section three, **Curriculum and Instruction**, page three and four - replaces the term “Early Kindergarten” with Transitional Kindergarten. Page 3 includes requirements when TK students are commingled in the same classroom with four-year-old students from a CSPP and Head Start programs
- Section four, **Staffing**, pages four and five- replaces the term “Early Kindergarten” with Transitional Kindergarten.
- Section five, **Continuation to Kindergarten**, page five, - replaces the term “Early Kindergarten” with Transitional Kindergarten.
- Section six, **Program Evaluation**, page five, - replaces the term “Early Kindergarten” with Transitional Kindergarten.

VI. Results:

While the program continues to evolve, data from varying sources indicate that the program is indeed making a difference and is positively impacting student learning. It has grown from serving approximately 185 students and their families to potentially serving 792 students in schools regionally placed throughout the district. Parents and staff are surveyed each spring at each Transitional Kindergarten school site to gain community comment and evaluate the overall program and instructional delivery to meet the needs for this age student.

VII. Lessons Learned/Next Steps:

Board of Education Executive Summary

Department: Academic Office

Title: Revision of Board Policy 6170.1 Transitional Kindergarten

Date of Meeting: April 13, 2023



The next steps in seeking approval for the proposed revisions to Board Policy 6170.1, Transitional Kindergarten include the following:

- Seek Board approval of the proposed revisions
- Once approved, update the administrative regulations for the policy to provide alignment and further guidance on policy implementation
- Continue to provide professional learning in Transitional Kindergarten Curriculum and Instructional
- Continue to provide developmentally appropriate instructional materials
- Continue to develop the Early Kinder student assessment model
- Continue to evaluate program success through student assessments and program evaluation from parents, site principals, and teachers
- Enhance communication to provide information to the school community and build future enrollment at the school sites
- Develop new program sites as needed to ensure access to all four-year olds.

Policy 6170.1: Transitional Kindergarten

Status: Adopted

Original Adopted Date: November 2014

The governing board desires to offer a high-quality Early Kinder/Transitional Kindergarten Program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's Early Kinder/Transitional Kindergarten shall be the first year of a two-year kindergarten program (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

Eligibility

The district's Early Kinder/Transitional Kindergarten Program shall prioritize student enrollment for children whose fifth birthday lies between: (Education Code: 48000)

* September 2 and December 2

Parents/guardians of eligible children shall be notified of the availability of this program and the age, residency, and any other enrollment requirements. Enrollment in the Early Kinder/Transitional Kindergarten Program shall be voluntary.

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

(cf. 5111.13 - Residency for Homeless Children)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

Curriculum and Instruction

The district's Early Kinder Program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate (Education Code: 48000)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

The program shall be aligned to the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education. It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development health, visual and performing arts, science, history-social studies, English language development, and social-emotional development.

(cf. 5148.3 -Preschool/Early Childhood Education)

(cf. 6011 - Academic Standards)

(cf. 6174 - Education for English Language Learners)

The Board shall fix the length of the school day in district's Early Kinder program, which shall be at least three hours but no more than four hours.

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

Early Kinder students may be placed in the same classrooms as Kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

Staffing

The Superintendent or designee shall ensure that teachers assigned to teach in the Early Kinder classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

(cf. 4112.2 - Certification)

A credentialed teacher who is first assigned to an E K class after July 1, 2015, shall, by August 1, 2020, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by the CTC. (Education code 48000)

The Superintendent or designee may provide professional development as needed to ensure that Early Kinder teachers are knowledgeable about standards and effective instructional methods for teaching young children.

(cf. 4131- Staff Development)

Continuation to Kindergarten

Students who complete the Early Kinder/Transitional Kindergarten program shall be eligible to continue in kindergarten the following school year. Parents /guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

Students enrolled at a regional non-neighborhood Early Kinder school site shall return to their assigned/neighborhood home school to continue their regular 2nd year in kindergarten. Parents requesting to continue the second year of kindergarten at a regional non-neighborhood school would apply to do so through the Open Enrollment Process.

A student shall not attend more than two years in a combination of Early Kinder/Transitional Kindergarten and kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

Program Evaluation

The Superintendent or designee shall develop or identify appropriate formal and/or informal assessments of Early Kinder students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

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6151	<u>Class Size</u>
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6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6162.5	<u>Student Assessment</u>
6162.5	<u>Student Assessment</u>

Policy 6170.1: Transitional Kindergarten

Status: Adopted

Original Adopted Date: November 2014

The governing board desires to offer a high-quality ~~Early Kinder/Transitional Kindergarten~~Transitional Kindergarten Program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's ~~Early Kinder/Transitional Kindergarten~~Transitional Kindergarten shall be the first year of a two-year kindergarten program (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

Eligibility

The district's ~~Early Kinder/Transitional Kindergarten~~Transitional Kindergarten Program shall prioritize student enrollment for children whose fifth birthday lies between: (Education Code: 48000)

September 2nd and February 2nd for the 2022–23 school year

September 2nd and April 2nd for 2023-24 school year.

September 2nd and June 2nd for the 2024–25 school year.

In the 2025–26 school year, and in each school year thereafter, children who will turn four-years old by September 1 are eligible for Transitional Kindergarten.

* September 2 and December 2

Parents/guardians of eligible children shall be notified of the availability of this program and the age, residency, and any other enrollment requirements. Enrollment in the ~~Early Kinder/Transitional Kindergarten~~Transitional Kindergarten Program shall be voluntary.

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

(cf. 5111.13 - Residency for Homeless Children)

(cf. 5141.22 - Infectious Diseases)

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(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

Out of District Transfers into Transitional Kindergarten

Students transferring from a Transitional Kindergarten program in an out-of-district public school may be admitted to Transitional Kindergarten to allow for continuity of service, pending receipt and review of school records.

Transitional Kindergarten Waivers

The District will implement the following transitional kindergarten waiver programs as outlined in the accompanying AR and consistent with the Education Code if transitional kindergarten classes are not fully enrolled with age-eligible students:

Over-Age Transitional Kindergarten Waiver

Upon request of a child's parents/guardians, the district may, on a case-by-case basis after the Superintendent or designee determines that it is in the child's best interest, admit into the district's Transitional Kindergarten program a child whose fifth birthday is on or before September 1 and who is therefore eligible for kindergarten.

Under-Age Transitional Kindergarten Waiver

Upon request of a child's parents/guardians, the district may, on a case-by-case basis, admit into the district's Transitional Kindergarten program, a child who will have their fifth birthday between April 2, 2024 and September 1, 2024 for the 2023-24 school year and fifth birthday between June 2, 2025 and September 1, 2025 for the 2024-25 school year. This waiver shall apply if transitional kindergarten classes are not fully enrolled to capacity for the 2023-24 or the 2024-25 school years only.

Special Under-Age Transitional Kindergarten Waiver

To provide maximum continuity of services, children who are eligible for a waiver as described above and who have an active Individual Education Program ("IEP") through the school district and who have a sibling at a school with a transitional kindergarten program such that the child will attend kindergarten at that school, will be eligible for a "Special Temporary Transitional Kindergarten Waiver."

A Special Temporary Transitional Kindergarten Waiver allows a qualifying child to participate in the regular transitional kindergarten enrollment process as though they were born before the codified cut-off date.

To qualify, parents or guardians must apply for a "Special Waiver" within the timeframe allowed for ordinary transitional kindergarten enrollment.

Education Code Title II, Division 4, Part 27, Chapter 1, Article I §48000(c).

Id. at §48000(c)(2)(A)

Curriculum and Instruction

The district's ~~Transitional Kindergarten~~~~Early Kinder~~ Program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate (Education Code: 48000)

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(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

The program shall be aligned to the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education. It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development health, visual and performing arts, science, history-social studies, English language development, and social-emotional development.

(cf. 5148.3 -Preschool/Early Childhood Education)

(cf. 6011 - Academic Standards)

(cf. 6174 - Education for English Language Learners)

The Board shall fix the length of the school day in district's ~~Transitional Kindergarten~~~~Early Kinder~~ program, which shall be at least three hours but no more than four hours.

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(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

~~Transitional Kindergarten~~~~Early Kinder~~ students may be placed in the same classrooms as Kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

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TK students may be commingled in the same classroom with four-year-old students from a CSPP program as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000):

1. The classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten
2. An early childhood environment rating scale, as specified in 5 CCR 18281, is completed for the classroom
3. All children enrolled for 10 or more hours per week are evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272
4. The classroom is taught by a teacher that holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256
5. The classroom is in compliance with the adult-child ratio specified in Education Code 8241
6. Contractors of the district report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068 except for contractors of the TK program

Staffing

The Superintendent or designee shall ensure that teachers assigned to teach in the Transitional Kindergarten, ~~Early Kinder~~ classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

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(cf. 4112.2 - Certification)

A credentialed teacher who is first assigned to an Transitional Kindergarten, ~~E-K~~ class after July 1, 2015, shall, by August 1, 2020, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by the CTC. (Education code 48000)

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The Superintendent or designee may provide professional development as needed to ensure that Transitional Kindergarten, ~~Early Kinder~~ teachers are knowledgeable about standards and effective instructional methods for teaching young children.

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(cf. 4131- Staff Development)

Continuation to Kindergarten

Students who complete the ~~Early Kinder/Transitional Kindergarten~~ Transitional Kindergarten program shall be eligible to continue in kindergarten the following school year. Parents /guardians of such students shall not be required to submit a signed Kindergarten Continuation Form for kindergarten attendance. However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in Transitional Kindergarten, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the Transitional Kindergarten year consenting to the child's enrollment in kindergarten the following year.

Students enrolled at a regional non-neighborhood Transitional Kindergarten, ~~Early Kinder~~ school site shall return to their assigned/neighborhood home school to continue their regular 2nd year in kindergarten. Parents requesting to continue the second year of kindergarten at a regional non-neighborhood school would apply to do so through the Open Enrollment Process.

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A student shall not attend more than two years in a combination of ~~Early Kinder/Transitional Kindergarten~~ Transitional Kindergarten and kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

Program Evaluation

The Superintendent or designee shall develop or identify appropriate formal and/or informal assessments of Transitional Kindergarten, ~~Early Kinder~~ students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

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(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

Policy Reference Disclaimer:

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Policy 6170.1: Transitional Kindergarten

Status: Adopted

Original Adopted Date: November 2014

The governing board desires to offer a high-quality Transitional Kindergarten Program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's Transitional Kindergarten shall be the first year of a two-year kindergarten program (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

Eligibility

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September 2nd and April 2nd for 2023-24 school year.

September 2nd and June 2nd for the 2024–25 school year.

In the 2025–26 school year, and in each school year thereafter, children who will turn four-years old by September 1 are eligible for Transitional Kindergarten.

Parents/guardians of eligible children shall be notified of the availability of this program and the age, residency, and any other enrollment requirements. Enrollment in the Transitional Kindergarten Program shall be voluntary.

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

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Transitional Kindergarten Waivers

The District will implement the following transitional kindergarten waiver programs as outlined in the accompanying AR and consistent with the Education Code if transitional kindergarten classes are not fully enrolled with age-eligible students:

Over-Age Transitional Kindergarten Waiver

Upon request of a child's parents/guardians, the district may, on a case-by-case basis after the Superintendent or designee determines that it is in the child's best interest, admit into the district's Transitional Kindergarten program a child whose fifth birthday is on or before September 1 and who is therefore eligible for kindergarten.

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Special Under-Age Transitional Kindergarten Waiver

To provide maximum continuity of services, children who are eligible for a waiver as described above and who have an active Individual Education Program ("IEP") through the school district and who have a sibling at a school with a transitional kindergarten program such that the child will attend kindergarten at that school, will be eligible for a "Special Temporary Transitional Kindergarten Waiver."

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To qualify, parents or guardians must apply for a "Special Waiver" within the timeframe allowed for ordinary transitional kindergarten enrollment.

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Id. at §48000(c)(2)(A)

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(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

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(cf. 5148.3 -Preschool/Early Childhood Education)

(cf. 6011 - Academic Standards)

(cf. 6174 - Education for English Language Learners)

The Board shall fix the length of the school day in district's Transitional Kindergarten program, which shall be at least three hours but no more than four hours.

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

Transitional Kindergarten students may be placed in the same classrooms as Kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

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5. The classroom is in compliance with the adult-child ratio specified in Education Code 8241
6. Contractors of the district report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068 except for contractors of the TK program

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(cf. 4112.2 - Certification)

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.2

Meeting Date: April 13, 2023

Subject: Revision to Board Policy 6158: Independent Study

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

Division: Academic Office

Recommendation: NA

Background/Rationale:

Independent Study is governed by state Education Code sections 51744-51749.6. The Board voted to update Board Policy 6158 Independent Study in 2021 to bring it into alignment with the mandates in Assembly Bill (AB) 130 that changed the structure of Independent Study in California schools in response to the Covid 19 Pandemic. New legislation, AB 181, brought Independent Study back into line with pre-pandemic norms. The proposed revisions to Board Policy 6158 are necessary to bring the policy back into alignment with current Independent Study legislation. SCUSD is also seeking to fulfil the requirement that the district has a plan in place to provide Independent Study to students within 10 days of an emergency school closure. The language in the revised policy is the first step toward this plan. This is a requirement for applying for a J-13A waiver.

Financial Considerations:

LCAP Goal(s):

- Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students
- Goal 3: Integrated Supports
- Goal 5: Engagement/Empowerment
- Goal 6: Implementation of MTSS/Data-Based Decision Making
- Goal 8: Basic Services and Districtwide Operations/Supports
- Goal 9: Focus on Students with Disabilities

Documents Attached: NA

1. Executive Summary

2. Old Board Policy
3. Redlined Board Policy
4. New Board Policy

Estimated Time of Presentation: 5 min

Submitted by: Yvonne Wright, Chief Academic Officer

Approved by: Jorge A. Aguilar, Superintendent

Board of Education Executive Summary

Department: Academic Office

Title: Revision to Board Policy 6158-Independent Study

Date of Meeting: April 13, 2023



I. Overview/History of Department or Program

The SCSUD Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be met best met through study outside of the regular classroom setting. Independent Study classroom instruction is consistent with the district's course of study and aligned to State content standards. Short-Term Independent Study can last for a duration of up to 14 days cumulative and can be administered at the school site with no extra duties required. Long-Term Independent Study is anything 15 days or more cumulative and requires synchronous instruction and live interaction as well as independent work. SCUSD uses Capital City School to facilitate Long-Term Independent Study.

II. Driving Governance:

Independent Study is governed by state Education Code sections 51744-51749.6. The Board voted to update Board Policy 6158 Independent Study in 2021 to bring it into alignment with the mandates in Assembly Bill (AB) 130 that changed the structure of Independent Study in California schools in response to the Covid 19 Pandemic. New legislation, AB 181, brought Independent Study back into line with pre-pandemic norms. The proposed revisions to Board Policy 6158 are necessary to bring the policy back into alignment with current Independent Study legislation. Added language codifies the plan we have in place to provide Independent Study to students within 10 days of an emergency school closure. The language in the revised policy is the first step toward this plan. This is a requirement for applying for a J-13A waiver.

III. Budget:

The adoption of the proposed revisions to Board Policy 6158: Independent Study does not have any budget implications.

IV. Goals, Objectives and Measures:

The goals of independent study are to provide students whose needs may best be met through study outside of the regular classroom setting with access to standards-based instruction that will allow them to acquire the skills and knowledge outlined in the states content standards. The effectiveness of the Independent study program is measured by student performance as measured by the CA Assessment of Student Performance and Progress (CAASPP) and indicators on the CA School Dashboard.

V. Major Initiatives:

In the introductory section these changes were made:

- Removal of obsolete citations following the second paragraph
- Removal of obsolete language in the third paragraph
- Removal of obsolete language in the fourth paragraph
- Additional language regarding emergency closures in a new seventh paragraph

Board of Education Executive Summary

Department: Academic Office

Title: Revision to Board Policy 6158-Independent Study

Date of Meeting: April 13, 2023



General Independent Study Requirements

- Removal of an obsolete first paragraph
- Removal of obsolete citations following the second paragraph
- Additional language in a new second paragraph regarding minimum instructional hours
- Additional updated language added re: tiered engagement in the seventh paragraph and following enumerations
- Removal of an obsolete paragraph eleven
- Additional language regarding students exempted from division d) tiered reengagement procedures, e) opportunities for synchronous instruction and live interaction and f) transition plan to in-person instruction of EC sections 51747

Master Agreement

- Removal of an obsolete first paragraph
- Changes in citations following new paragraph one
- Removal of an obsolete paragraph following new paragraph one
- Removal of obsolete enumeration nine following the third paragraph
- Addition of Special Education language in enumeration ten following the third paragraph
- Removal of obsolete language from enumeration ten following the third paragraph

Course Based Independent Study

- Removal of obsolete citations in enumerations six, eight, eleven and thirteen

Learning Agreement for Course-Based Study

- Addition of Special Education language in enumeration 12
- Removal of obsolete language in enumeration 12
- Removal of an obsolete language final paragraph

Student-Parent-Educator Conferences

- New language defining the conferencing taking place before independent study assignment

Records

- A newly developed section with a new section heading and first paragraph

Program Evaluation

- Removal of obsolete citations following the first paragraph

VI. Results:

Board of Education Executive Summary

Department: Academic Office

Title: Revision to Board Policy 6158-Independent Study

Date of Meeting: April 13, 2023



The results of the revisions will be an updated policy that is aligned with current Independent Study legislation and Education Code and clearer guidance for implementation of Independent Study.

VII. Lessons Learned/Next Steps:

The next steps in seeking approval for the proposed revisions to Board Policy 6158: Independent Study include the following:

- Present the policy revisions for a second reading on April 13, 2023
- Seek Board approval of the proposed revisions on May 4, 2023
- Update the administrative regulations for the policy to provide alignment and further guidance on policy implementation

Policy 6158: Independent Study

Status: ADOPTED

Original Adopted Date: 11/16/1998 | **Last Revised Date:** 08/19/2021 | **Last Reviewed Date:** 08/19/2021

**Sacramento City USD
Board Policy
Independent Study**

**BP 6158
Instruction**

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be met best through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

(cf. 0420.4 - Charter School Authorization)
(cf. 6181 - Alternative Schools/Programs of Choice)

A student's participation in independent study shall be voluntary. (Education Code 51747, 51749.5)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

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

General Independent Study Requirements

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

(cf. 5147 - Dropout Prevention)
(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6200 - Adult Education)

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

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten and K-3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-

educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, video conference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

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

10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing

assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

(cf. 4112.2 - Certification)

3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities for students in grades transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.

4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.

5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other

indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory

educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

(cf. 5125 - Student Records)

6. Examinations shall be administered by a proctor.

7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

(cf. 6162.51 - State Academic Achievement Tests)

8. A student shall not be required to enroll in courses included in the course-based independent study program.

9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.

10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.

12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

(cf. 3260 - Fees and Charges)

13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.

14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.

15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.

16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5

2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above

3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. Before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, the student's parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

However, for the 2021-22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement

strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records for Audit Purposes

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

(cf. 3580 - District Records)

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

(cf. 0500 - Accountability)

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

(cf. 6162.5 - Student Assessment)

Legal Reference:

EDUCATION CODE

17289 Exemption for building

41020 Audit guidelines

41976.2 Independent study programs; adult education funding

42238 Revenue limits

42238.05 Local control funding formula; average daily attendance
44865 Qualifications for home teachers and teachers in special classes and schools; consent to assignment
46200-46208 Instructional day and year
46300-46307.1 Methods of computing average daily attendance
46390-46393 Emergency average daily attendance
46600 Interdistrict attendance computation
47612-47612.1 Charter school operation
47612.5 Independent study in charter schools
48204 Residency
48206.3 Home or hospital instruction; students with temporary disabilities
48220 Classes of children exempted
48340 Improvement of pupil attendance
48915 Expulsion; particular circumstances
48916.1 Educational program requirements for expelled students
48917 Suspension of expulsion order
49011 Student fees
51225.3 Requirements for high school graduation
51745-51749.6 Independent study programs
52060 Local control and accountability plan
52522 Adult education alternative instructional delivery
52523 Adult education as supplement to high school curriculum; criteria
56026 Individual with exceptional needs
58500-58512 Alternative schools and programs of choice

FAMILY CODE

6550 Authorization affidavits

CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study

UNITED STATES CODE, TITLE 20

6301 Highly qualified teachers

6311 State plans

COURT DECISIONS

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

Management Resources:

[Elements of Exemplary Independent Study](#)

[California Digital Learning Integration and Standards Guidance, April 2021](#)

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

[Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting](#)

WEB SITES

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

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

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

Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

adopted: November 16, 1998 Sacramento, California

revised: April 15, 2002

revised: August 19, 2021

Policy 6158: Independent Study

Status: ADOPTED

Original Adopted Date: 03/01/2005 | Last Revised Date: 12/01/2021 | Last Reviewed Date: 12/01/2021

**Sacramento City USD
Board Policy
Independent Study**

**BP 6158
Instruction**

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be ~~met~~ best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time ~~basis or on a~~ part-time basis and in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

~~(cf. 0420.4 – Charter School Authorization)
(cf. 6181 – Alternative Schools/Programs of Choice)~~

~~A student's~~ ~~Except for students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to quarantine or school closure for exposure to or infection with COVID-19,~~ ~~student p~~ Participation in independent study shall be voluntary. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

~~With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a quarantine or school closure for exposure to or infection with COVID-19,~~ The minimum period of time for any independent study option shall be three consecutive school days. (Education Code 51747)

Education Code section 51745(c) states that a student with an IEP may participate in independent study if the student's IEP specifically provides for that participation.

In accordance with Education Code 26393 in the event of an emergency school closure, Independent Study will be offered to students within 10 days of the first day of a school closure.

General Independent Study Requirements

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Commented [1]: @sadie-hedegard@scusd.edu This placement seems to make the most sense to me.

Commented [2R1]: Looks good to me. Thank you!

~~For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)~~

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For the 2022-23 school year and thereafter, the Superintendent or designee may ~~continue to~~ offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

~~(cf. 5147 – Dropout Prevention)~~

~~(cf. 6011 – Academic Standards)~~

~~(cf. 6143 – Courses of Study)~~

~~(cf. 6146.1 – High School Graduation Requirements)~~

~~(cf. 6146.11 – Alternative Credits Toward Graduation)~~

~~(cf. 6172 – Gifted and Talented Student Program)~~

~~(cf. 6200 – Adult Education)~~

The minimum instructional minutes for students participating in independent study shall be the same as required for their peers at the school who are receiving in-person instruction, except as otherwise permitted by law. (Education Code 46100)

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

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1.

~~1.~~ The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060

2.

~~2.~~ The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments

3.

~~3.~~ Learning of required concepts, as determined by the supervising teacher

4.

~~4.~~ Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following ~~while engaging in independent study throughout the school year:~~ (Education Code 51747)

1. ~~4.~~ For students in grades transitional kindergarten, kindergarten, and ~~K-grades 1 to 3~~, opportunities for daily synchronous instruction
2. ~~2.~~ For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. ~~3.~~ For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for the tiered reengagement strategies below are used for all students ~~who participating in an independent study program for 15 school days or more who:~~ (Education Code 51747)

- ~~1.~~ Are not generating attendance for more than three school days or 50 percent of the instructional days in a school week, or ~~who 10 percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar.~~
- ~~2.~~ Are found to be not participatory pursuant to Section 51747.5 for more than the greater of three school days or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span.
- ~~3.~~ Are in violation of their written agreement. ~~This requirement only applies to students participating in an~~

Tiered reengagement strategies procedures used in district independent study program for 15 school days or more. The procedures programs shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. ~~4.~~ Verification of current contact information for each enrolled student
2. ~~2.~~ Notification to parents/guardians of lack of participation within one school day of the ~~absence recording of a non-attendance day~~ or lack of participation
3. ~~3.~~ A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. ~~4.~~ A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

For students participating in independent study for 15 days or more, ~~t~~he Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later than five instructional days. ~~This requirement only applies to students participating in an independent study program for 15 school days or more.~~ (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

~~The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the~~

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right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

Upon the request of the parent/guardian of a student, ~~and before making a decision about enrolling or disenrolling in independent study and entering into signing~~ a written agreement ~~to do so, as described below in the section "Master Agreement,"~~ the district shall conduct a telephone, ~~video conference~~ videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, ~~or and, if requested,~~ their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

~~Students are exempted from subdivision d) tiered reengagement procedures, e) opportunities for synchronous instruction and live interaction and f) transition plan to in-person instruction of EC sections 51747 if the following conditions are met:~~

- ~~1. The student participates in independent study for fewer than 15 cumulative school days in a school year, or~~
- ~~2. The student is enrolled in a comprehensive school for classroom-based instruction and under the care of appropriately licensed professionals, participating in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse.~~

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Master Agreement

~~For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.~~

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. ~~(Education Code 46300, 51747; 5 CCR 44703)~~ (Education Code 46300, 51747; 5 CCR 11703)

~~However, for the 2021-22 school year only, the district shall obtain a signed written agreement from each student participating in an independent study program for any length of time, no later than 30 days after the first day of instruction in the independent study program.~~

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The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1.
 - ~~1.~~—The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2.
 - ~~2.~~—The objectives and methods of study for the student's work and the methods used to evaluate that work
3.
 - ~~3.~~—The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. ~~4.~~—A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number

of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study

5. ~~5.~~—The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. ~~6.~~—A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. ~~7.~~—A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.

~~8.~~ ~~8.~~—A statement that independent study is an optional educational alternative in which no student may be required to participate

~~9.~~ ~~For the 2021-22 school year, this statement shall not be required for a student's participation in independent study if the student is unable to attend in-person instruction because of a quarantine or school closure mandated by a local or state health order or guidance due to the student's exposure to or infection with COVID-19.~~

~~8.9.~~ In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

~~10.~~ ~~(cf. 5144.1 Suspension and Expulsion/Due Process)~~

~~10.~~—Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. ~~In addition, a student with an active IEP will require the review and signature of a certificated or licensed member of their Special Education Individual Education Plan (IEP) support team on the written agreement.~~

~~However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil/student, no later than 30 days after the first day of instruction, in the independent study program or October 15, whichever date comes later.~~

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Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

The district's course-based independent study program for students in grades TK-12 shall be subject to the following requirements: (Education Code 51749.5)

1.

~~4.~~—A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6

2.

~~2.~~—Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

3.

~~(cf. 4112.2—Certification)~~

~~3.~~—Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities throughout the school year, for students in ~~grades~~ transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.

4. -

~~4.~~—Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.

5.

~~5.~~—For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies ~~(as listed above in section XX?)~~ shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student,

notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

6.

~~(cf. 5125—Student Records)~~

~~6.~~—Examinations shall be administered by a proctor.

7.

~~7.~~—Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

8.

~~(cf. 6162.51—State Academic Achievement Tests)~~

~~8.~~—A student shall not be required to enroll in courses included in the course-based independent study program.

9.

~~9.~~—The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.

10. ~~_____~~

~~10.~~—For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

11.

~~(cf. 6111—School Calendar)~~

~~(cf. 6112—School Day)~~

~~11.~~—Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.

12.

~~12.~~—A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

13.

~~(cf. 3260—Fees and Charges)~~

~~13.~~—A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.

14.

~~14.~~—A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.

15.

~~15.~~—A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.

16. ~~16.~~—The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. ~~1.~~—A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
- ~~2.~~—The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item ~~#2 above~~
- ~~3.~~—[3 of the Course-Based Independent Study section above](#)
- ~~2-3.~~—The duration of the learning agreement, which shall not exceed a school year or span multiple school years
- ~~3-4.~~—The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
- ~~4-5.~~—The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
- ~~5-6.~~—A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
- ~~6-7.~~—A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.
- ~~7-8.~~—The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
- ~~8-9.~~—The objectives and methods of study for the student's work, and the methods used to evaluate that work.

9.10.

10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.

11.

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

12.

12. For 2022-23 school year and thereafter, before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, and by the student's parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552. In addition, a student with an active IEP will require the review and signature of a certificated or licensed member of their Special Education Individual Education Plan (IEP) team on the written agreement.

~~However, For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.~~

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Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

The student's or

A signed learning agreement from a parent/guardian's signature guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based independent study. (Education Code 51749.6)

~~The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)~~

Student-Parent-Educator Conferences

Upon the request of a student's parent/guardian, and before signing a written agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records for Audit Purposes

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6) ~~The Superintendent or designee shall ensure that records are maintained for audit purposes.~~

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These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1.
 - 4.——A copy of the Board policy, administrative regulation, and other procedures related to independent study
2.
 - 2.——A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3.
 - 3.——A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4.
 - 4.——As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5.
 - 5.——Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6.
 - 6.——Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which [live interaction or synchronous instruction is provided as part of the independent study is provided-program](#). A student who does not participate in [independent study on a school dayscheduled live interaction or synchronous instruction](#) shall be documented as non-participatory for that school day. (Education Code 51747.5)

The Superintendent or designee ~~also~~ shall ~~also~~ maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

~~(cf. 3580 – District Records)~~

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

(cf. 0500 – Accountability)

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

(cf. 6162.5 – Student Assessment)

Legal Reference:

EDUCATION CODE

17289 Exemption for building

41020 Audit guidelines

41976.2 Independent study programs; adult education funding

42238 Revenue limits

42238.05 Local control funding formula; average daily attendance

44865 Qualifications for home teachers and teachers in special classes and schools; consent to assignment

46200-46208 Instructional day and year

46300-46307.1 Methods of computing average daily attendance

46390-46393 Emergency average daily attendance

46600 Interdistrict attendance computation

47612-47612.1 Charter school operation

47612.5 Independent study in charter schools

48204 Residency

48206.3 Home or hospital instruction; students with temporary disabilities

48220 Classes of children exempted

48340 Improvement of pupil attendance

48915 Expulsion; particular circumstances

48916.1 Educational program requirements for expelled students

48917 Suspension of expulsion order

49011 Student fees

51225.3 Requirements for high school graduation

51745-51749.6 Independent study programs

52060 Local control and accountability plan

52522 Adult education alternative instructional delivery

52523 Adult education as supplement to high school curriculum; criteria56026 Individual with exceptional needs

58500-58512 Alternative schools and programs of choice

FAMILY CODE

6550 Authorization affidavits

CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study

UNITED STATES CODE, TITLE 20

6301 Highly qualified teachers

6311 State plans

COURT DECISIONS

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

Management Resources:

[Elements of Exemplary Independent Study](#)

[California Digital Learning Integration and Standards Guidance, April 2021](#)

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

[Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting](#)

WEB SITES

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

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

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

Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

adopted: November 16, 1998 Sacramento, California

revised: April 15, 2002

revised: August 19, 2021

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 11700-11705	Independent study
Ed. Code 17289	Exemption for facilities
Ed. Code 41020	Requirement for annual audit
Ed. Code 41422	Apportionment credit for student inability to attend in-person or school closure due to COVID-19
Ed. Code 41976.2	Independent study programs; adult education funding
Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
Ed. Code 44865	Qualifications for home teachers
Ed. Code 46100	Length of school day
Ed. Code 46200-46208	Incentives for longer instructional day and year
Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 46600	Interdistrict attendance computation
Ed. Code 47612-47612.1	Charter School Operation
Ed. Code 47612.5	Charter schools operations, general requirements
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted
Ed. Code 48340	Improvement of pupil attendance
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48916.1	Educational program requirements for expelled students
Ed. Code 48917	Suspension of expulsion order
Ed. Code 49011	Student fees
Ed. Code 51225.3	High school graduation
Ed. Code 51745-51749.6	Independent study
Ed. Code 52060	Local Control and Accountability Plan
Ed. Code 52522	Adult education alternative instructional delivery
Ed. Code 52523	Adult education as supplement to high school curriculum; criteria

Ed. Code 56026	Individual with exceptional needs
Ed. Code 58500-58512	Alternative schools and programs of choice
Fam. Code 6550-6552	Caregivers
Federal	Description
20 USC 6301	Highly qualified teachers
20 USC 6311	State plan
Management Resources	Description
California Department of Education Publication	Legal Requirements for Independent Study, 2021
California Department of Education Publication	Conducting Individualized Determinations of Need, 2021
California Department of Education Publication	Clarifications for Student Learning in Quarantine, 2021
California Department of Education Publication	2021-22 AA & IT Independent Study FAQs, 2021
California Department of Education Publication	California Digital Learning Integration and Standards Guidance, April 2021
California Department of Education Publication	Elements of Exemplary Independent Study
Court Decision	Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365
Education Audit Appeals Panel Publication	Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting
Website	California Consortium for Independent Study
Website	California Department of Education, Independent Study
Website	Education Audit Appeals Panel

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0470	COVID-19 Mitigation Plan
0500	Accountability
3260	Fees And Charges
3260	Fees And Charges
3516.5	Emergency Schedules
3580	District Records
3580	District Records
4112.2	Certification
4112.2	Certification
4131	Staff Development

5111.1	<u>District Residency</u>
5111.1	<u>District Residency</u>
5112.3	<u>Student Leave Of Absence</u>
5112.3	<u>Student Leave Of Absence</u>
5113	<u>Absences And Excuses</u>
5113	<u>Absences And Excuses</u>
5113.1	<u>Chronic Absence And Truancy</u>
5113.1	<u>Chronic Absence And Truancy</u>
5121	<u>Grades/Evaluation Of Student Achievement</u>
5121	<u>Grades/Evaluation Of Student Achievement</u>
5125	<u>Student Records</u>
5125	<u>Student Records</u>
5126	<u>Awards For Achievement</u>
5126	<u>Awards For Achievement</u>
5141.22	<u>Infectious Diseases</u>
5141.22	<u>Infectious Diseases</u>
5141.31	<u>Immunizations</u>
5141.31	<u>Immunizations</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5146	<u>Married/Pregnant/Parenting Students</u>
5147	<u>Dropout Prevention</u>
6000	<u>Concepts And Roles</u>
6011	<u>Academic Standards</u>
6111	<u>School Calendar</u>
6112	<u>School Day</u>
6112	<u>School Day</u>
6142.4	<u>Service Learning/Community Service Classes</u>
6143	<u>Courses Of Study</u>
6143	<u>Courses Of Study</u>
6146.1	<u>High School Graduation Requirements</u>
6146.1	<u>High School Graduation Requirements</u>
6146.11	<u>Alternative Credits Toward Graduation</u>
6146.11	<u>Alternative Credits Toward Graduation</u>
6152	<u>Class Assignment</u>
6159	<u>Individualized Education Program</u>

6159	<u>Individualized Education Program</u>
6162.5	<u>Student Assessment</u>
6162.51	<u>State Academic Achievement Tests</u>
6162.51	<u>State Academic Achievement Tests</u>
6164.5	<u>Student Success Teams</u>
6164.5	<u>Student Success Teams</u>
6172	<u>Gifted And Talented Student Program</u>
6172	<u>Gifted And Talented Student Program</u>
6181	<u>Alternative Schools/Programs Of Choice</u>
6181	<u>Alternative Schools/Programs Of Choice</u>
6183	<u>Home And Hospital Instruction</u>
6184	<u>Continuation Education</u>
6184	<u>Continuation Education</u>
6185	<u>Community Day School</u>
6185	<u>Community Day School</u>
6200	<u>Adult Education</u>
6200	<u>Adult Education</u>

Policy 6158: Independent Study

Status: ADOPTED

Original Adopted Date: 03/01/2005 | Last Revised Date: 12/01/2021 | Last Reviewed Date: 12/01/2021

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time or part-time basis and in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

Participation in independent study shall be voluntary. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days. (Education Code 51747)

Education Code section 51745(c) states that a student with an IEP may participate in independent study if the student's IEP specifically provides for that participation.

In accordance with Education Code 26393 in the event of an emergency school closure, Independent Study will be offered to students within 10 days of the first day of a school closure.

General Independent Study Requirements

For the 2022-23 school year and thereafter, the Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

The minimum instructional minutes for students participating in independent study shall be the same as required for their peers at the school who are receiving in-person instruction, except as otherwise permitted by law. (Education Code 46100)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning of required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following while engaging in independent study: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for the tiered reengagement strategies below are used for all students participating in an independent study program for 15 school days or more who: (Education Code 51747)

1. Are not generating attendance for more than three school days or 50 percent of the instructional days in a school week, or 10 percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar.
2. Are found to be not participatory pursuant to Section 51747.5 for more than the greater of three school days or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span.
3. Are in violation of their written agreement

Tiered reengagement strategies procedures used in district independent study programs shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the recording of a non-attendance day or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary

4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

For students participating in independent study for 15 days or more, the Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later than five instructional days. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested, their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Students are exempted from subdivision d) tiered reengagement procedures, e) opportunities for synchronous instruction and live interaction and f) transition plan to in-person instruction of EC sections 51747 if the following conditions are met:

1. The student participates in independent study for fewer than 15 cumulative school days in a school year, or
2. The student is enrolled in a comprehensive school for classroom-based instruction and under the care of appropriately licensed professionals, participating in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse.

Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study

5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction
10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. In addition, a student with an active IEP will require the review and signature of a certificated or licensed member of their Special Education Individual Education Plan (IEP) team on the written agreement.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

The district's course-based independent study program for students in grades TK-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.
3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities throughout the school year, for students in transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students

in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.

4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.
5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies (as listed above) shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

6. Examinations shall be administered by a proctor.
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.
8. A student shall not be required to enroll in courses included in the course-based independent study program.
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.
11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.
14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.
16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item # 3 of the Course-Based Independent Study section above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.

10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. For 2022-23 school year and thereafter, before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, and by the student's parent/guardian or caregiver if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552. In addition, a student with an active IEP will require the review and signature of a certificated or licensed member of their Special Education Individual Education Plan (IEP) team on the written agreement.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

A signed learning agreement from a parent/guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based independent study. (Education Code 51749.6)

Student-Parent-Educator Conferences

Upon the request of a student's parent/guardian, and before signing a written agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by

the supervising teacher if they are two different persons

5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as non-participatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison, to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 11700-11705	Independent study
Ed. Code 17289	Exemption for facilities
Ed. Code 41020	Requirement for annual audit
Ed. Code 41422	Apportionment credit for student inability to attend in-person or school closure due to COVID-19
Ed. Code 41976.2	Independent study programs; adult education funding
Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
Ed. Code 44865	Qualifications for home teachers
Ed. Code 46100	Length of school day
Ed. Code 46200-46208	Incentives for longer instructional day and year

Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 46600	Interdistrict attendance computation
Ed. Code 47612-47612.1	Charter School Operation
Ed. Code 47612.5	Charter schools operations, general requirements
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted
Ed. Code 48340	Improvement of pupil attendance
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48916.1	Educational program requirements for expelled students
Ed. Code 48917	Suspension of expulsion order
Ed. Code 49011	Student fees
Ed. Code 51225.3	High school graduation
Ed. Code 51745-51749.6	Independent study
Ed. Code 52060	Local Control and Accountability Plan
Ed. Code 52522	Adult education alternative instructional delivery
Ed. Code 52523	Adult education as supplement to high school curriculum; criteria
Ed. Code 56026	Individual with exceptional needs
Ed. Code 58500-58512	Alternative schools and programs of choice
Fam. Code 6550-6552	Caregivers
Federal	Description
20 USC 6301	Highly qualified teachers
20 USC 6311	State plan
Management Resources	Description
California Department of Education Publication	Legal Requirements for Independent Study, 2021
California Department of Education Publication	Conducting Individualized Determinations of Need, 2021
California Department of Education Publication	Clarifications for Student Learning in Quarantine, 2021
California Department of Education Publication	2021-22 AA & IT Independent Study FAQs, 2021
California Department of Education Publication	California Digital Learning Integration and Standards Guidance, April 2021
California Department of Education Publication	Elements of Exemplary Independent Study
Court Decision	Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

Education Audit Appeals Panel
Publication

Guide for Annual Audits of K-12 Local Education Agencies
and State Compliance Reporting

Website

[California Consortium for Independent Study](#)

Website

[California Department of Education, Independent Study](#)

Website

[Education Audit Appeals Panel](#)

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0470	COVID-19 Mitigation Plan
0500	Accountability
3260	Fees And Charges
3260	Fees And Charges
3516.5	Emergency Schedules
3580	District Records
3580	District Records
4112.2	Certification
4112.2	Certification
4131	Staff Development
5111.1	District Residency
5111.1	District Residency
5112.3	Student Leave Of Absence
5112.3	Student Leave Of Absence
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
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6200	<u>Adult Education</u>



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item: 10.3

Meeting Date: April 13, 2023

Subject: Review and Approve Amendment No. 2 to Agreement for Legal Services
SA23-00158

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

Department: Legal Department/Business Services

Recommendation: Board to approve Amendment No. 2 to Legal Services Agreement, SA23-00158 with Lozano Smith.

Background/Rationale: The Board of Education previously approved a Legal Services Agreement for the 2022-23 school year with a not to exceed amount of \$2,000,000. On March 16, 2023 the Board approved an increase to this amount of \$200,000. This amendment would increase the not to exceed amount by \$600,000. These services relate primarily to the areas of special education, employment matters, charter schools, general counsel, labor, student matters, and litigation.

Financial Considerations:

This second amendment includes a requested increase of \$600,000 for a total not to exceed amount of \$2,800,000.

LCAP GOAL (s): N/A

Documents Attached:

1. Amendment No.2
2. Legal Services Agreement dated, July 1, 2022.

Estimated Time of Presentation: 10 minutes

Submitted by: Rose Ramos, Chief Business & Operations Officer

Approved by: Jorge A. Aguilar, Superintendent



SERVICES AGREEMENT

Amendment No. 2

Date: April 13, 2023

Agreement between the Sacramento City Unified School District, hereinafter referred to as “District” and Lozano Smith, LLP, hereinafter referred to as “Contractor,” dated July 1, 2022 and amended March 16, 2023 is further amended as follows:

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Attorney will be paid for services rendered based upon the attached rate schedule (Exhibit B) with a not to exceed amount of Two Million, Eight Hundred Thousand Dollars (\$2,800,000) which represents an increase of \$600,000 to the Agreement, including Amendment No. 1.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Legal Services, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

All other terms and conditions of the Agreement remain unchanged.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

LOZANO SMITH, LLP

By: _____
Rose Ramos
Chief Business Officer

By: _____
Karen M. Rezendes
Managing Partner

Date

Date



SERVICES AGREEMENT

Date: July 1, 2022 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Lozano Smith, LLP (hereinafter referred to as "Attorney").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Attorney and to have said Attorney render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Attorney is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Attorney hereby agrees to provide to the District the services as described below ("Services"):

Legal Counsel with respect to matters District specifically refers to Attorney; Legal services as reasonably required to represent District in such matters as may arise through the course of the school year; Take reasonable steps to keep District informed of significant developments and respond to District's inquiries regarding those matters.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2022 and continue through June 30, 2023, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.



ARTICLE 3. PAYMENT.

District agrees to pay Attorney for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Attorney will be paid for services rendered based upon the attached rate schedule (Exhibit B) with a not to exceed amount of Two Million Dollars (\$2,000,000), exclusive of costs related to services not directly rendered by Attorney, including the retention of outside investigators and court reporters. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Legal Services, Sacramento City Unified School District, P.O. Box 246870, Sacramento, California 95824-6870.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Attorney with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Attorney under this Agreement. Attorney will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Attorney understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Attorney shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Attorney must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Attorney's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

Attorney's relationship to the District under this Agreement shall be one of an independent contractor. The Attorney and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement. The Attorney and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Attorney acknowledges and agrees that it is the sole responsibility of the Attorney to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Attorney's compensation



shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Attorney agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Education Code Section 45125.1 states that if employees of any Attorney providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services, Attorney will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

District has determined that services performed under this Agreement will result in limited contact with pupils. Attorney is required to comply with the conditions listed in Exhibit A, Certification of Compliance. If the Attorney is unwilling to comply with these requirements, the Attorney's employees may not enter any school site until the Attorney provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed Attorneys.

ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or consultants.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. GENERAL LIABILITY INSURANCE.

Prior to commencement of services and during the life of this Agreement, Attorney shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Attorney to the District.



ARTICLE 9(a). PROFESSIONAL LIABILITY INSURANCE

Prior to the commencement of services under this Services Agreement, the Attorney shall furnish to the District satisfactory proof that the Attorney has purchased professional liability coverage, on a claims made basis, extending protection to Attorney in an amount no less than Five Million Dollars (\$5,000,000) per claim, and Five Million Dollars (\$5,000,000) in the annual aggregate.

Each of Attorney's consultants shall, to the extent available, have errors and omissions insurance for their services as required or approved by the District. The District may, at its discretion and according to the circumstances, approve a variation in the foregoing insurance requirement, upon a determination that the coverage, scope, limits, and/or forms of such insurance are not commercially available.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Attorney thirty days written notice. Notice shall be deemed given when received by Attorney, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Attorney; (b) any act by the Attorney exposing the District to liability to others for personal injury or property damage; or (c) the Attorney confirms its insolvency or is adjudged a bankrupt; Attorney makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Attorney's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another Attorney. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Attorney. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Attorney. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or



certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

<p>District: Sacramento City Unified School District PO Box 246870 Sacramento CA 95824-6870 Attn: Contracts Office</p>	<p>Attorney: Lozano Smith One Capitol Mall, Suite 640 Sacramento, CA 95814 Attn: Anne L. Collins, Attorney</p>
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ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

The Attorney shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Attorney shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Attorney shall not hire any employee of the United States government to perform any service covered by this Agreement.

Attorney affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Attorney's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Attorney agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 17. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Attorney pursuant to this



Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.



ARTICLE 18. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

This Agreement is not enforceable and is invalid unless and until 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, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

LOZANO SMITH, LLP

DocuSigned by:
Rose Ramos
By: CC6FE7C204D7402...
Rose Ramos
Chief Business Officer

By: *Karen M. Rezendes*
Karen M. Rezendes
Managing Partner

08/18/2022

Date

Date



EXHIBIT A

CERTIFICATION of COMPLIANCE

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Attorney will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Attorney will immediately report to District any apparent violation of these conditions.
5. Attorney shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Attorney cannot adhere to the conditions stated above, the Attorney shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Attorney shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

A handwritten signature in blue ink that reads "Karen M. Rezendes".

Karen M. Rezendes
Managing Partner

Date



EXHIBIT B

PROFESSIONAL RATE SCHEDULE FOR SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (Effective July 1, 2018)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner	\$ 275 per hour
Senior Counsel / Of Counsel	\$ 265 per hour
Senior Associate	\$ 240 per hour
Associate	\$ 230 per hour
Paralegal / Law Clerk	\$ 150 per hour

*A 5% discount is given on all invoices paid within 30 days of invoice.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

**ADDENDUM TO
LOZANO SMITH SERVICES AGREEMENT**

This Addendum, which shall be effective upon approval of the Lozano Smith Services Agreement for the 2019-2020 fiscal year, and any subsequent fiscal years approved by the District, provides as follows:

1. Periodic Monitoring. The District's in-house counsel shall monitor periodically, at least quarterly, in addition to reviewing the monthly invoices of Lozano Smith, the matters assigned to Lozano Smith. In-house counsel shall report to the Superintendent, based upon the services provided.
2. Case and Matter Matrix. To assist the periodic monitoring, Lozano Smith shall provide, on a monthly basis, a matrix and brief description of the cases and matters assigned to Lozano Smith.

Lozano Smith's responsible partner, **Anne Collins**, shall be the primary contact for the services provided to the District. This Addendum is incorporated by reference to the Lozano Smith Services Agreement.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.1a

Meeting Date: April 13, 2023

Subject: Approval/Ratification of Grants, Entitlements, and Other Income Agreements
Approval/Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy, Engaged Students; Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Recommended Bid Awards – Facilities Projects
5. Change Notices – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Rose Ramos, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Jorge A. Aguilar, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>DEPARTMENT</u>		
California Department of Education A23-00084	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$477,100 No Match
Period: Description: 7/1/22-9/30/24: 2022-23 Mental Health Average Daily Attendance (ADA) Allocation Grant. Funding supports mental health services provided to special education students by Special Education Local Plan Areas (SELPAs), in accordance with the federal Individuals with Disabilities Education Act (IDEA).		

<u>HUMAN RESOURCE DEPARTMENT</u>		
Commission on Teacher Credentialing A23-00085	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2018/19	\$120,000 100% Match
Period: Description: Year 4. 3/8/19 – 6/30/23: Teacher Residency grant funding will support District to develop a teacher residency pathway with an Institution of Higher Education that has a Commission-approved teacher preparation program to prepare special education, STEM, and/or bilingual residents		

<u>STUDENT SUPPORT SERVICES AND HEALTH SERVICES DEPARTMENT - PARKER FAMILY RESOURCE CENTER</u>		
Alchemist Community Development Corporation A23-00071	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
Period: Description: 2/10/13-2/10/28. Partnership with Alchemist Community Development Corporation to create a food pantry at the Parker Family Resource to provide for District unhoused and vulnerable families with consistent access to healthy food.		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>SPECIAL EDUCATION DEPARTMENT</u>		
Pawar Transportation R23-00142	Approve Amendment No. 1 Additional funding for the increase of special education, foster youth and homeless student transportation to and from school. Original contract amount was approved by the Board on August 11, 2022	Original Contract Amount: \$375,000 ESSER III Funds
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	The District utilizes piggyback terms and conditions of Poway Unified School District RFP 2022-14 Student Transportation Home-To-School Augmented Services per PCC § 20118; If there is an existing contract between a public agency and a vendor, a school district may authorize the lease or purchase directly from the vendor by contract, lease or purchase order and make payment to the vendor under the same terms and conditions that are available to the public agency under the contract. Action Item No.B22.	Requested Increase: \$300,000 ESSER III Funds Total New Contract Amount: \$675,000 ESSER III Funds

TRANSPORTATION DEPARTMENT

A-Z Bus Sales R23-02747	Five (5) replacement buses and one (1) bus for transportation from Nicholas Elementary School to Clayton B. Wire Elementary School during interim housing of the Nicholas Elementary School New Construction project.	\$1,357,191.39 Transportation- Home to School Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The District utilizes Joint Powers Agency Agreement per Government Code § 6500 to purchase items that have been competitively bid through other agencies.	\$247,034.56 Measure H Funds
		Total Contract Amount: \$1,604,225.95

FACILITIES SUPPORT SERVICES

e-Builder, Inc. R23-03381	Approve two (2) year subscription renewal for District construction management software.	\$169,269.52 Measure Q Funds
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Term: 4/1/2023 – 3/31/2025 e-Builder is a cloud based construction management software that manages capital program costs, schedules, develop forecasts to increase transparency and standardize capital project processes and procedures.	

The District utilizes General Services Administration contract GS-35F-408AA per PCC § 20118; If there is an existing contract between a public agency and a vendor, a

school district may authorize the lease or purchase directly from the vendor by contract, lease or purchase order and make payment to the vendor under the same terms and conditions that are available to the public agency under the contract.

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Golden Empire, Sutterville Elementary	BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.
<u>ITEMS</u>	
Chromebooks (193) Each	STATUS: The District has determined these items are not repairable nor usable.
Smartboards (14) Each	
Smart Projectors (28) Each	
Fax Machine (1) Each	
Misc. power cords (3) Each	
<u>TOTAL VALUE</u>	RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546.
\$0.00	
<u>DISPOSAL METHOD</u>	
Discard	

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0363-409 Theodore Judah Playground
Bids received: March 2, 2023
Recommendation: Award to Lamon Construction
Funding Source: \$2,424,000; Measure Q

BIDDER	BIDDER LOCATION	AMOUNT
Lamon Construction	Yuba City, CA	\$2,424,000
Martin Brothers	Sacramento, CA	\$2,834,000
AM Stephens	Lodi, CA	\$2,835,000
All American Construction	Chico, CA	\$3,074,350
Martin General	Rancho Cordova, CA	\$3,718,700

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: Parkway Play Structures and Paving Repairs

Recommendation: Lamon Construction Agreement was awarded at the August 11, 2022 Board of Education Meeting.

Original Contract Amount: \$1,346,000, Measure Q Funds

Approve Change Order No. 1 for \$130,928; Measure Q Funds to Lamon Construction. Change is to add lime treatment in hardcourt areas due to unsuitable soil conditions encountered during compaction. Not doing so will cause the asphalt to fail and will be unsafe.

New Total Contract Amount: \$1,476,928, Measure Q Funds

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	22	15197	67439	01
Attention Jorge Aguilar, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Sacramento City Unified SELPA 3412	Resource Code	Revenue Object Code	34	
Telephone 916-643-9000	3327	8182	INDEX	

Name of Grant Program 2022–23 Mental Health Average Daily Attendance (ADA) Allocation	0663
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GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$477,100		\$477,100		07/01/2022	09/30/2024

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency
84.027A	H027A220116	Individuals with Disabilities Education Act Part B, Section 611	United States Department of Education

I am pleased to inform you that you have been funded for the Mental Health ADA Allocation Grant. Funds shall be allocated to Special Education Local Plan Areas for pupils with mental health related services required by their individualized education program. The grant amount is based on the 2019–20 Second Principal (P-2) Apportionment ADA calculations.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification form (AO-400) to:

Chris Essman, Education Programs Consultant
 California Department of Education
 1430 N Street, Suite 2401
 Sacramento, CA 95814-5901

Please also scan and email a copy of the signed Grant Award Notification to PPL@cde.ca.gov.

California Department of Education Contact Chris Essman	Job Title Education Programs Consultant
---	---

E-mail Address cessman@cde.ca.gov	Telephone 916-327-3507
---	----------------------------------

Signature of the State Superintendent of Public Instruction or Designee 	Date December 1, 2022
---	---------------------------------

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent Rose Ramos	Title CBO
---	---------------------

E-mail Address rose-f-ramos@scusd.edu	Telephone (916) 643-9055
---	------------------------------------

Signature 	Date 3/17/23
---	------------------------



PROGRAM INFORMATION	
Program Name	Grant Number
Program Director	Phone
Program Address	Fax
	Email
	County
PROGRAM DIRECTOR SIGNATURE	DATE

AWARD INFORMATION			
TERM OF GRANT AGREEMENT	TOTAL GRANT	Payment 1 (90%)	Payment 2 (10%)
PROGRAM CATEGORY (CODE & TITLE)			
ITEM 63602010-603-0001	AUTHORIZING STATUTE Education Code §44415		FISCAL YEAR 2022-2023
COMMISSION PROGRAM CONSULTANT	PHONE NUMBER	EMAIL ADDRESS	
I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated within this section.			
Commission on Teacher Credentialing Signature			DATE

FISCAL AGENT INFORMATION	
Fiscal Agent	Title
Organization Name/Mailing Address	Email
	Phone
	Fax
Contact person for daily operations	Phone
	Email

Signature below indicates acceptance of the grant award and an agreement to abide by the grant award conditions as described in the Grant Award Terms and Conditions Document. Throughout the duration of this grant term, questions can be directed to TeacherResGrants@ctc.ca.gov.

FISCAL AGENT SIGNATURE _____ **Date** _____

**MEMORANDUM OF UNDERSTANDING
WITH ALCHEMIST CDC FOR THE OPERATION OF THE PARKER FAMILY
RESOURCE CENTER FOOD PANTRY**

This Memorandum of Understanding (“MOU”) is entered into this 10th day of February 2023 (“Effective Date”) by and between the Sacramento City Unified School District (“District”) and the Alchemist Community Development Corporation (“Alchemist CDC”), a California nonprofit public benefit corporation with a 501(c)(3) federal tax exemption (“Alchemist CDC”) (each individually, a “Party” and, collectively, “Parties”).

RECITALS

WHEREAS, at the onset of the pandemic in March 2020, Alchemist CDC partnered with certain elementary schools to build a community-based food delivery program that provided weekly grocery deliveries to families who were unable to make it to food distribution sites due to lack of transportation or other issues;

WHEREAS, the program has been operational for three (3) years and demonstrates that Alchemist CDC is capable of maintaining partnerships with schools and District staff to provide families with critical food resources;

WHEREAS, the Parker Family Resource Center (“PFRS”) has served as a hub of services for unhoused and other vulnerable families in the District for over 30 years;

WHEREAS, the PFRS is operated by the District Homeless Services Team. The District Homeless Services Team and other student support staff currently access emergency food through community-based food distribution sites which are difficult to access due to their location and limited operating hours;

WHEREAS, a partnership with Alchemist CDC to create a food pantry at the PFRS will provide District unhoused and vulnerable families with consistent access to healthy food;

WHEREAS, the food pantry will be available to all families in the District through referrals from student support staff;

WHEREAS, Alchemist CDC is a community-based partner with the Sacramento Food Bank and Family Services and is able to provide free healthy food for the food pantry; and

WHEREAS the District desires to contract with Alchemist CDC pursuant to the terms and conditions set forth in this MOU.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Alchemist CDC Obligations.
Alchemist CDC shall be responsible for maintaining the food pantry and agrees to the following responsibilities:
 - A. Secure food for the food pantry from the Sacramento Food Bank and Family Services and other providers as funding allows.
 - B. Staff from Alchemist CDC will order food and stock the food pantry on a regular and routine basis as determined by Alchemist CDC and District
 - C. Staff from Alchemist CDC will sort, stock, and keep an inventory of available foods.
 - D. Alchemist CDC will manage a partnership with the Sacramento Food Bank and Family services, which will provide consistent access to free and low-cost food, and assure the storage and delivery of food complies with food safety standards set by county, state and national guidelines.
 - E. Alchemist CDC will keep records of families served through the program and amount of food provided.
 - F. Alchemist CDC will provide supplies needed for the food pantry's infrastructure, including shelving and food storage containers and other items needed for the operation of the site.
 - G. The Site shall be used by Alchemist CDC, in compliance with all Board Policies and Administrative Regulations.
 - H. Alchemist CDC will provide staffing for the food pantry for as long as funds allow and will communicate with the District at least thirty (30) days before staffing changes.
 - I. The District grants to Alchemist CDC a license to use the Site for the duration of the Term for the purposes stated herein, at no charge, which license may only be terminated pursuant to Section 4 of this Agreement.
 - J. Prior to occupying the Site and at all times during the Term (as defined below), Alchemist CDC shall provide and maintain (i) a policy of commercial general liability insurance that insures against liability for bodily injury, property damage and personal injury arising out of the use, operation or occupancy of the Site in an amount of not less than Two Million Dollars (\$2,000,000.00), in the aggregate which includes the District as an additional insured on this policy and requires the insured to notify the District at least thirty (30) days prior to any lapse, cancellation, non-renewal or termination of such insurance; and (ii) "Special Form" property insurance coverage, with standard exceptions, covering its fixtures, equipment and

personal property located on the Site, and the District shall have no interest in the proceeds of insurance maintained by Tenant under this sub-item (ii).

2. District Obligations.

The District shall be responsible for the following responsibilities:

- A. The District agrees to provide Alchemist CDC with access to the PFRS at mutually agreed upon times in order to perform functions necessary for stocking, maintaining, and running the food pantry and food delivery programs.
- B. The District receive and retain records of families served through the program for reporting purposes.
- C. The District will provide Alchemist CDC with information needed to complete program evaluations for the Sacramento Food Bank and Family Services and/or grant funders.

3. Term.

The "Term" of this MOU shall be for a period of five (5) years from the District's Board approval. Upon mutual consent, in writing between the Parties, the Term may be extended. The Term will automatically expire if the Term is not mutually extended by the Parties

4. Termination for Cause.

A material breach of any provision of the MOU shall entitle either Party to terminate for cause notwithstanding section 3 above. In the event a Party believes a material breach has occurred, the Party shall send a written notice of default specifying the nature of the breach to be cured by the other Party. If the Party exercises due diligence to cure the breach, assuming such breach has occurred, and cures the breach, there shall not be cause for termination. If the default is not cured, the breach shall be deemed a material breach which shall justify early termination notwithstanding section 3. The early termination shall be effective upon a thirty (30) day written notice to terminate for cause.

5. Termination for Convenience.

The MOU may be terminated by either Party for convenience. Written notice of such termination shall be given at least ninety (90) days before becoming effective.

6. Termination of the MOU.

Upon termination of the MOU, Alchemist CDC shall vacate the Site, remove all of its furnishings and equipment without incurring damage, and vacate any structural facilities in a broom swept condition in the same condition as occupied, except for reasonable wear and tear. A final walk-through of the facility shall be scheduled by both Parties. The Site shall be vacated by Alchemist CDC within thirty (30) days termination of the MOU and if not so vacated, shall be subject to unlawful detainer or for an action in ejectment or other remedy to terminate the license to occupy the Site granted in section 3.

7. Indemnity.

Except to the extent caused by the gross negligence, recklessness or willful misconduct of the District or any person or entity under its explicit direction or control, Alchemist CDC shall indemnify and hold District, its officers, agents, employees, representatives, and members of its Board of Education free and harmless from any and all liability, claims, loss, damages, or expenses resulting from Alchemist CDC's occupation and use of Site, specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason thereof.

8. Casualty.

If the Building is damaged or destroyed during the Term such that Alchemist CDC cannot use the same, the District will provide Alchemist CDC with an alternative facility that is comparable to the PFRS.

9. General Provisions.

- a. Notices. All notices shall be in writing, duly addressed to the Parties below. By written notice in conformance herewith, either Party may change the address to which notices to said party must be delivered. Any notice deposited with the United States Postal Service shall be deemed to have been duly given upon confirmed receipt, if sent by certified or registered mail, postage prepaid, addressed as set forth below or as changed as set forth herein. Notice may also be given by express mail with proof of delivery. Notice sent by any other manner shall be effective only upon actual receipt thereof.

District:

Rose Ramos
Chief Business Officer
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Ph: (916) 643-9055

Alchemist CDC:

Executive Director
4625 44th Street, Suite 22
Sacramento, CA 95820
Ph: (916) 204-8260

- b. Entire Agreement. The MOU constitutes the sole and entire agreement between the Parties with respect to the subject matter dealt within the MOU and all understandings, oral or written, with respect to the subject matter of the MOU are hereby superseded. Any additional provisions or requirements shall not be binding on the Parties except through an amendment or superseding agreement in writing.

- c. Amendment of MOU. No modification of, deletion from, or addition to the MOU shall be effective unless made in writing and executed by both District and the Alchemist CDC.
- d. Waiver. The failure by either Party to enforce any term or provision of the MOU shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either Party of any term or provision of the MOU shall be deemed or shall constitute a waiver of any other provision of the MOU, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.
- e. Severability. In the event any clause, sentence, term or provision of the MOU shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining portions of the MOU shall nonetheless remain in full force and effect.
- f. Governing Law and Venue. The MOU shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Subject to the alternative dispute resolution provisions set forth below, any action or proceeding seeking unlawful detainer, action in ejectment, or any equitable remedies with respect to the provisions of the MOU shall be brought in the Superior Court for the County of Sacramento.
- g. Alternative Dispute Resolution. In the event of any dispute regarding the provisions of the MOU, the Parties shall attempt to mediate a resolution. If mediation is not successful, the Parties agree to submit their dispute to binding arbitration with an acceptable third party, or if the Parties cannot agree, with either the American Arbitration Association (“AAA”) or JAMS in Sacramento County. Each Party shall share the cost of the mediator/arbitrator and each Party shall bear their respective attorney’s fees and costs.
- h. Remedies. The remedies of the District and Alchemist CDC shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter available at law or in equity, provided however in no event shall either party be liable for punitive damages.
- i. Assignment. Alchemist CDC shall not have the right to assign the MOU or any interest in the MOU, without District’s prior written consent. Any assignment made without such prior written consent shall be void, and at the option of District, shall terminate the MOU. However, notwithstanding the foregoing, Alchemist CDC has the right to collaborate with vendors to provide services to the Site, provided, said vendors comply with the District’s policies and procedures. No right under the MOU, nor claim for any money due or to become due hereunder shall be asserted against District, or persons acting for District, by reason of any assignment of the MOU without District’s written consent. Consent to one assignment, or other transfer shall not be deemed to constitute consent to any subsequent assignment, or other transfer.

- j. Independent Contractor. Alchemist CDC is an independent contractor and a nonprofit corporation duly formed under California law with a 501©(3) federal tax exempt status.
- k. Binding Effect; Ratification. The MOU, conditions, and provisions contained in the MOU shall apply to and bind the heirs, executors, administrators, successors, and assigns of the Parties. The MOU shall not be effective until ratified by the District and Alchemist CDC's Board of Directors.
- l. Headings and References. The headings of the MOU are for purposes of reference only and shall not limit or enlarge the meaning of the provisions of the MOU.
- m. Signature In Counterparts. The MOU may be executed in any number of counterparts, all of which, taken together, shall constitute the same instrument. A copy, original or facsimile with all signatures appended together shall be deemed a fully executed MOU. Electronic signatures, and copies of all signatures, shall have the same force and effect as original signatures.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives.

Executed: _____, 2023

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By:

Rose Ramos
Chief Business Officer

Executed: February 16, 2023

ALCHEMIST CDC



Sam Greenlee
Executive Director

Sacramento City Unified School District

Purchasing
Robert Aldama
5735 47th Avenue
Sacramento, CA 95824

Phone (916) 643-7400 Buyer (916) 643-9460 Fax (916) 399-2016

PURCHASE ORDER CHANGE NOTICE

Pawar Transportation LLC
3673 Vista Charonoaks
Walnut Creek, CA 94598

March 08, 2023

Purchase Order **B23-00617**
PO Date 09/02/2022

Ship Date
Change Level 1 03/08/2023

Ship Location TRANSPORTATION SERVICES

mickey@spectradriveapp.com

Message

INCREASE NOT TO EXCEED AMOUNT BY \$300,000
TO COVER THE INCREASE OF SPECIAL EDUCATION AND FOSTER YOUTH STUDENT TRANSPORT
SERVICES

QTY	UNIT	QTY RECVD	DESCRIPTION	UNIT COST	PREVIOUS EXT	REVISED EXT
Changed Line Item #1 from:						
1	EACH		***** BLANKET PURCHASE ORDER ****	375,000.0000	375,000.00	
Changed Line Item # 1 to:						
			REFERENCE POWAY USD CONTRACT RFP2022-14 "PIGGYBACK"			

Authorized _____ Date _____

Sacramento City Unified School District

Purchasing
Robert Aldama
5735 47th Avenue
Sacramento, CA 95824

Phone (916) 643-7400 Buyer (916) 643-9460 Fax (916) 399-2016

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mickey@spectradriveapp.com

QTY	UNIT	QTY RECVD	DESCRIPTION	UNIT COST	PREVIOUS EXT	REVISED EXT
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1	EACH		***** BLANKET PURCHASE ORDER *****	675,000.0000		675,000.00
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TO COVER THE COST OF OUTSOURCED
SPECIAL EDUCATION TRANSPORTATION
FROM/TO HOME / SCHOOL PER
AGREEMENT

EFFECTIVE DATE:
July 1, 2022 through June 30, 2023

STUDENT COUNT/LOCATION:
1 - EDWARD KIMBLE
7 - DUPLEX
16 - JFK
1 - FERN BACON
6 - MONTEREY TRAIL
1 - SAM BRANNON
1 - JOHN SLOAT

NUMBER OF VEHICLES REQUIRED: 4
MINIMUM

COST:
NOT TO EXCEED \$240.00 PER DAY PER
VEHICLE AND NOT TO EXCEED MORE
THAN 80 MILES PER DAY PER VEHICLE.

AUTHORIZED SIGNATURES FOR
PAYMENT:
RONALD HILL

NOT TO EXCEED: \$675,000.00

Sacramento City Unified School District

Purchasing
 Robert Aldama
 5735 47th Avenue
 Sacramento, CA 95824

Phone (916) 643-7400 Buyer (916) 643-9460 Fax (916) 399-2016

PURCHASE ORDER CHANGE NOTICE

Pawar Transportation LLC
 3673 Vista Charonoaks
 Walnut Creek, CA 94598

March 08, 2023
 Purchase Order **B23-00617**
 PO Date 09/02/2022

Ship Date
 Change Level 1 03/08/2023

Ship Location TRANSPORTATION SERVICES

mickey@spectradriveapp.com

QTY	UNIT	QTY RECVD	DESCRIPTION	UNIT COST	PREVIOUS EXT	REVISED EXT
-----	------	-----------	-------------	-----------	--------------	-------------

TERMS AND CONDITIONS FOR THIS
 PURCHASE/BLANKET ORDER CAN BE
 FOUND AT
 WWW.SCUSD.EDU/PURCHASING
 DEPARTMENT

ACCOUNTS

01- 3213- 0- 5800- 00- 5001- 3600- 865- 0844- 438 675,000.00

Previous Purchase Order Total	375,000.00
Current Purchase Order Total	675,000.00
Net INCREASE to PO Total	\$300,000.00

Pawar Transportation LLC
Transportation, Management and Consulting

SERVICES AGREEMENT

1. **Parties** - Pawar Transportation LLC, herein known as "Contractor" shall furnish, operate and maintain vehicles for the transportation of students specified by, Sacramento City Unified School District herein known as "District". The Contractor and District shall hereinafter be referred to as the PARTIES. The Contractor agrees to comply with and observe all provisions of the Vehicle Code, and all other applicable laws, rules and regulations prescribed by the State Board of Education, and any other State agency in District Governing Board relating to the transportation of pupils.

2. **Purpose** - Contract for Special Education pupil transportation services in accordance with California Education Code Sections 1270, 39801, and 39802.

3. **a. Scope of Work** - The services to be provided by the Contractor shall consist of furnishing the required number of vehicles, equipment, drivers, and supplies for transportation of students for District. In particular, the transportation service of Student(s) within the District and County with an option to transport to any campus required by District, per request during the school calendar year. Special Education department will furnish the specific details for each student transported and each route is considered a separate and individual contract bound by the parameters of this services agreement. The details of this agreement are strictly confidential and at no time, may the rates, routing, specified information, training, or methods used by the Pawar Transport Company be disclosed to a competing vendor or third party without consent of Pawar Transport Company.

b. Rate - The rate quoted to the District is a total fixed per day rate for the entire route and is not reducible for absenteeism, one-way transport, sickness, no show, or exclusion of any students on the routes. Rate is based on mileage calculated through Contractor's internal rate monitor. Routes may be combined for transport efficiency and vehicle availability, based on the same rate. Rate does not include additional charges including but not limited to, extra seating, TA's/Aides, personality clashes, parental requests/disputes, specific pick up times, and wheelchair or equipment transport. Please refer to Exhibit A for Rates.

4. **Contract Term** - The term of this contract shall be from, 07/01/2022 through 06/30/2023

5. **Renewal** - Contract may be renewed by mutual agreement between the District and the Contractor, at the end of the current term not to exceed a total of five (5) years for the entire contract.

6. **Termination** - If the Contractor refuses or fails to perform services as required by the District specifically with regard to the Scope of Work set forth by the District, the District may terminate the agreement by serving a written request to cure specifically delineating the unsatisfactory performance. If the Contractor fails to cure the deficiencies within thirty (30) days after service of such notice the contract shall terminate ten (10) days thereafter. District shall be responsible for payment through the termination date of the contract. If District fails to perform services under this contract, including, but not limited to payment, the Contractor may terminate the agreement by serving a written notice to terminate. The contract shall terminate sixty (60) days thereafter. Contractor shall be entitled to payments through the date of termination, including, interest penalty set forth in subsection VII, below. If either party wishes to terminate service or routes for any other reason then cancelling party will need to serve a 30-day written notice and service or route will be terminated 30 business days from the written notice.

Pawar Transportation LLC
Transportation, Management and Consulting

7. **Billing and Payments** - On or about the first business day of each month the Contractor shall submit invoices for all services rendered under this contract in the previous month. The District shall remit payment to the Contractor within thirty (30) days after invoices have been submitted to the District. District is obligated to pay for services rendered and if for any reason there is an internal issue within the District, payment must be submitted otherwise a breach of this agreement will incur and Contractor will have the right to suspend service immediately until the payment has been received.

8. **Routing** - The District is responsible for assigning all students to be transported and the pickup and drop-off locations and times. The Contractor will be responsible for developing, maintaining and scheduling the route to be approved by special education department. Services for such will commence no later than five (5) days from the date of request made by the District. At no time will Contractor transfer, or schedule a transfer of any student without approval from the District.

9. **Standby Vehicles, Drivers, and Wait Time** - The Contractor shall keep standby vehicles and qualified drivers available to assure that uninterrupted service will be provided in the event of mechanical breakdowns or driver absenteeism. Standby vehicles shall comply with any and all District safety standards. District acknowledges that drivers will have a window of ten (10) minutes to be delayed due to traffic, road works, road closures, emergency services activity or any unforeseen delay and after 10 minutes, Contractor and District will consider the driver to be late.

10. **Insurance** - As a condition precedent to this Agreement, PAWAR TRANSPORTATION shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverage with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

a. General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by PAWAR TRANSPORTATION under this Agreement are on DISTRICT property or on a third party's premises. (1) General Liability policy will include Sexual Molestation coverage. (2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insured.

b. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.

c. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease. The Workers Compensation includes the insurer's waiver of its rights of subrogation against DISTRICT.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT and to establish that coverage is primary and that any insurance or self-insurance held by the DISTRICT, its officials, employees and agents shall be excess and shall not contribute to it.

11. **Cancellation** - District shall have the option to cancel any scheduled route upon notification to the Contractor of at least one (1) hours prior to the scheduled pupil pick up time. Cancellation of routes by either the District, pupils, or parents of less than one (1) hours shall result in full payment for the entire trip by the District to the Contractor and will be billed as "Services Rendered." In the event that transported students do not arrive to the vehicle on time (after a 15 min wait by the driver), the driver will leave the address and return back to the student pick up/drop off address if it is reasonable to do so. There will be a charge to District if the driver is to return for the excess mileage.

Pawar Transportation LLC
Transportation, Management and Consulting

12. Indemnification, Hold Harmless Agreement - PAWAR TRANSPORTATION agrees to defend, indemnify, save, and hold harmless DISTRICT from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

DISTRICT agrees to defend, indemnify, save, and hold harmless PAWAR TRANSPORTATION from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the Contractor. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

13. Independent Contractor Status - This contract is by and between two independent entities. This contract does not intend to and shall not be construed to create a relationship between the parties of agents, serving, employee, partnership, joint venture or association.

14. Force Majeure - Contractor shall be excused from performance hereunder during the time in to the extent that it is prevented from performing in the customary manner by an act of nature, fire, flood, war, riot, civil disturbance, terrorism, epidemic, or any other occurrence, which is beyond the control of Contractor when satisfactory evidence is presented to the District.

15. Non-Exclusive - Non-Exclusive Contract- Pawar Transportation and District agree that during the term of this Agreement and any extension thereof, District may use Pawar Transportation as its service provider on the terms set forth herein, or District may choose any other service provider that it wishes to use, but will not use the other service provider for the current routes and students agreed upon within this contract. The information provided to District by Contractor is deemed strictly confidential and may not be disclosed to another vendor or transport coordinator including but not limited to: rates, routes, training, transport materials.


16. Permit - Permits, Licenses, Laws, and Regulations- Contractor shall secure and maintain in force such licenses and permits as are required by law or regulations for furnishing the service specified and shall comply with and observe all provisions of the California Vehicle Code, the Education Code and directives and regulations of the State Board of Education, the California Highway Patrol, the US Department of Transportation and any other governmental agency relating to the transportation of pupils.

17. Personnel - Contractor Personnel- All personnel assigned to perform under this agreement shall be subject to continuous monitoring by District and by Contractor. All drivers shall be licensed and properly certified as required by appropriate California Law. All drivers must submit to a Live Scan Department of Justice background test. All drivers shall be neat in appearance and professional, including but not limited to dress code, personal hygiene, good health, manners, and demeanor. Schools may object to the use of the assigned driver in performing services under this agreement, in such event, District will notify Contractor in writing specifying reasons for such objection in detail.

Pawar Transportation LLC
Transportation, Management and Consulting

18. **Signatures** – The parties to this agreement hereby agree to the foregoing terms and conditions:

Contractor:



Signature of Authorized Representative of Pawar Transportation

Royan Luthra

Name of Authorized Representative of Pawar Transportation

mickey@spectradriveapp.com royana@spectradriveapp.com


Email Address of Authorized Representative of Pawar Transportation

925-938-6565 / 925-788-8086

Telephone Number of Authorized Representative of Pawar Transportation

District:

DocuSigned by:



CC8FE7C204D7402...

Signature of Authorized Representative of Sacramento City Unified School District

Rose Ramos

Name of Authorized Representative of Sacramento City Unified School District

Dated: 08/15/2022



3418 52nd Ave
 Sacramento, CA, 95823
 (800) 458-6363
<https://a-zbus.com>

Gabriel Hightman
 (408) 688-4774
ghightman@a-zbus.com

Quote #SAC394

2023 (or) Newer Blue Bird T3RE 3904

December 8, 2022

Customer:	Sacramento City Unified School District	Attn:	Ron Hill
Mailing Address:	Sacramento, CA, 95820	Phone:	(916) 395-5720
		Email:	hillr@scusd.edu

Quantity:	1	Wheelbase:	259"
GVWR:	36,200	Transmission:	Allison 3000 PTS SEM
Engine:	CUMMINS L9 300HP	Suspension:	Spring / Air
Fuel Type:	Diesel	Brakes:	Air Disc
Fuel Port:	Standard	Upholstery:	Blue
Capacity:	63 Amb +1WC 4 CRs	WC Lift:	Braun Century 800
AC:	MCC Roof Mount QP55 Compressor Freeblow Front and Rear In Wall		

Body Content

- 'STOP WHEN RED LIGHTS FLASH'
- ACOUSTIC HEADLINING FULL LENGTH
- BATTERY COMPARTMENT,ROLLER TRAY,CHAS MTD
- BUZZER,L/H SIDE EMERG DOOR
- BUZZER,REAR EMERG WINDOW
- COMPARTMENT,STORAGE,OVERHEAD,LOCKNG
- COVERING,FLOOR,RUBBER,BLACK
- DAYTIME RUN LGTS,W/ P/BRAKE DEACTIVATE
- DOOR CONTROL,AIR PWR,MOM SW,2-POS
- EMERGENCY DOOR LS 35IN
- 2 PC CURVED TINTED W/S
- AIR HORN,MOUNTED UNDER FLOOR
- BODY CONSTRUCTION FM/CMVSS 221
- BUZZER,MID SEC,P/O WINDOW
- CAMERA,SYSTEM,BACK UP VIEW
- CONTROL,LIFT DR BUZZER,CONTINUOUS
- D/SEAT,NATIONAL,PREM,AIR,MORD,CHAR
- DELETE,ROOF HATCH BUZZER
- EMERGENCY DOOR ARROWS
- EXTERIOR SOLID NSBY

- FE 5 LB DRY W/HOSE (NEAR LIFT DOOR)
- GALVALUME I/S PNL,FULL HEM, TEXTURIZED
- HEATER,12K,DRIVERS
- HORN,BACKING SAFETY,112 DB
- INSULATED DRIVERS AREA
- KIT,TIE DOWN, W/CHAIR, FF612S-4C-7
- LETTERING,EMERGENCY EXIT,ABOVE EXIT
- LIGHT,4" BACKUP,LED,VANDAL RESIST
- LIGHT,7" STOP/TAIL,LED
- LIGHT,STEPWELL,LED,ADA
- LIGHTS,CL/MK,LED,2 AMBER,2 RED
- LIGHTS,DIRECTIONALS,RR,AMBER LED
- LIGHTS,MKR,LED,INTERMEDIATE
- LOCATION,STROBE,4 FEET FROM REAR OF ROOF
- LOGO,BIRD ONLY,VINYL,BLACK
- MIRROR,REARVIEW,INT 6X30,W/MONITOR
- MODULE,SEAT,COLOR,BLUE
- PAINT, INTERIOR, ASTRO WHITE
- PANEL,SIDE,16 GA,25 3/4 SKIRT
- RUB RAILS, LIFT DOOR
- STEEL FLOOR TRIM
- STEPTREAD,VINYL,RIBBED
- STOP ARM,ELEC,LED,HI-IN,CLUSTER
- SYSTEM,WARN,8-LGT,N/SEQ
- UPH,FIRE BLOCK,BLUE,BARRIER
- VENT,SPHEROS,STANDARD
- WARRANTY, BRONZE 2/10
- FLOOR,PLYWOOD,5/8" TREATED
- HEATED MIRROR,EXT,15 MIN TIMER
- HEATER,50K,LH,REAR,F/M
- INDICATOR,W/L SYSTEM,AMBER/RED
- INSULATION,BODY,POLYESTER/FIBERGLASS
- LATCHES,LOCKABLE,ACCESS DOORS
- LIFT,WHEELCHAIR,1000 LB,NCL1000FIB3451-2
- LIGHT,4" LED,STOP/TAIL,VANDAL RESIST
- LIGHT,LIFT AREA,INTERIOR,LED
- LIGHT,STROBE,SELF-CONT,LED,CLEAR
- LIGHTS,DIR,FRONT AMBER LED
- LIGHTS,DOME,120 LUMENS,LED
- LOCATION,STOP ARM,REAR
- LOCK,SECURITY,ENT DOOR
- LUGGAGE CMPT LIGHT-PASS THRU CMPT
- MIRROR,REARVIEW,REMOTE CONTROL
- PAINT DESIGN,BRIGHT WHITE ROOF,12.5 IN
- PAINT,RUBRAILS ONLY,FULL WIDTH BLACK
- PASS THRU LUGGAGE COMPT 94 CU FT
- SIDE LIFT DOOR,MID MOUNT
- STEPTREAD,VINYL,BLACK
- STEPWELL, GALVANIZED
- SWITCH,EMERGENCY OVERRIDE
- TRIM,AISLE,ALUMINUM
- VANDAL LOCK - REAR EMERGENCY WINDOW
- VISOR,ACRYLIC,LEFT SIDE,ADJUST,OPAQUE
- WINDOW,REAR EMERGENCY

- YELLOW ENTRANCE DOOR

Chassis Content

- AIR CLEANER,MULTI STAGE
- BATTERIES,GROUP 31,THREE
- BRAKE,EXHAUST,VGT
- BRAKES,ANTI-LOCK(ABS),AIR
- BUMPER,REAR,STEEL
- DRYER,AIR,BENDIX AD-IP
- ENG,CUM L9,DSL,300HP@860LB-FT,EPA/CARB
- FUEL SYSTEM,DSL,100 GAL BFR RH FILL
- PEDALS,ADJUSTABLE
- RESERVOIR,ADDITIONAL WET TANK
- TIRES,MICH,275/80R22.5H XZE
- TRANS,ALLISON,3000PTS,6 SPD,
- VALVE,DRAIN,MANUAL,AIR TANK
- ALTERNATOR,LEECE-NEV,BRUSHLESS,350 AMP
- BRAKE INTERLOCK,AIR BRAKES
- BRAKES,AIR DISC,BENDIX
- BUMPER,FRONT,STEEL 12IN
- CRUISE CONTROL
- ELECTRONIC STABILITY CONTROL
- ENGINE EMISSION CONTROL,EPA /CARB 2022
- GOVERNOR,ROAD SPEED,65 MPH
- RADIO,AM,FM,MP3,USB,SD,MMC,BT WITH PA
- SWITCH,BATTERY DISCONNECT
- TOW HOOKS, FRONT
- UNDERCOAT,MODIFIED WAX,PREMIUM
- WHEELS,ALUMN,8.25/22.5 DSC HUB-PLTD

Dealer Added Content

- Electric air drain valves with controls in Dr's compt.
- FE/FAK/Reflectors/Decals - CA Spec
- Gatekeeper 5HD camera system, (A-Z to supply parts, Outside Vendor to Install)
- Lettering - Beltline/CA #/Unit #'s
- Outside vendor to install camera system, WiFi, and HEPA air filter
- EP1 Child Check safety system - Wired to CA Specs
- Fog lights in front bumper area
- Hand held stop sign & Holder
- MCC Roof Mount QP55 Compressor Freeblow Front and Rear In Wall
- W/C Position Adjacent to Lift Door

Pricing

Unit Price before Sales Tax:	\$ 254,187.52
Taxable Amount:	\$ 210,786.42
Non-Taxable Amount:	\$ 43,401.10
8.750% Sales Tax Total:	\$ 18,439.00
Total Per Unit w/Sales Tax Included:	\$ 272,626.52
Grant per bus	-\$0.00
Total Grant Amount	-\$0.00
Grand Total For 1 Unit(s):	\$272,626.52

Acceptance

Signature: _____ Title: _____
 Name: _____ Date: _____

***Notice of Intent to Purchase:**

By signing this vehicle quotation above, it signifies the intent of Sacramento City Unified School District to purchase the vehicle(s) as listed on this document, from A-Z Bus Sales, Inc. This purchase is based on this Vehicle quotation and is subject to approval by our School Board at their _____ (date) Board meeting. _____ (Initial Here)

*All pricing is based upon the Waterford Unified School District piggyback bid awarded to A-Z Bus Sales. A copy of all piggyback bid documents is available from A-Z Bus Sales, Incorporated.

All pricing valid for 30 days, or availability of stock units at time of purchase order. Prices quoted herein are based upon Federal, State, and Local Laws and Regulations governing truck equipment and performance levels in effect as of the date hereof. Buyer will pay for any equipment or performance changes, modifications, or additions required by any changes in such laws or regulations subsequent to the date hereof at the increased cost to Seller.

Required Information

Delivery Address:

Initial here:

DMV Information:

Please confirm DMV registration name and address by signing below. Fill other sections as applicable.

Register To Name:

Register To Address:

Signature Confirming DMV Address:

Signature, Name & Title

Exempt

Private

Out of State | Customer Demand

Lettering Information:

Initial Here:

Beltline Lettering:

CA #:

Unit #s:

Lienholder Information:

(if none, write "none")

Lienholder Name:

Contact Person:

Contact Number:

Grant Information:

(if applicable)

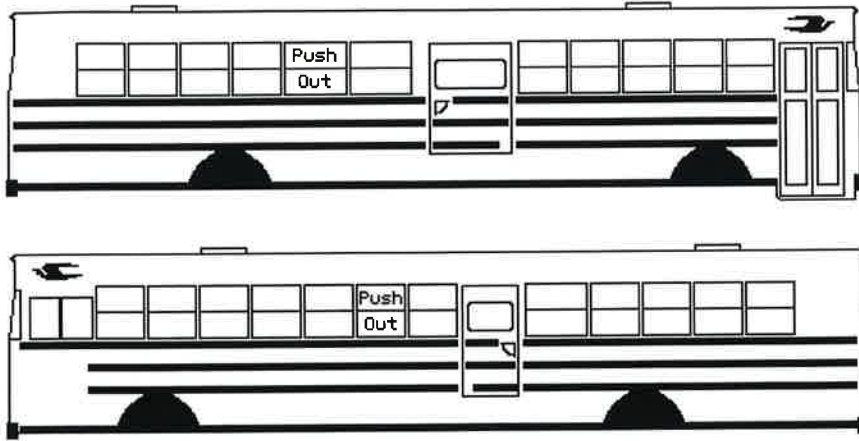
Agency Name:

Grant Deadline:

Quote Id: 218498

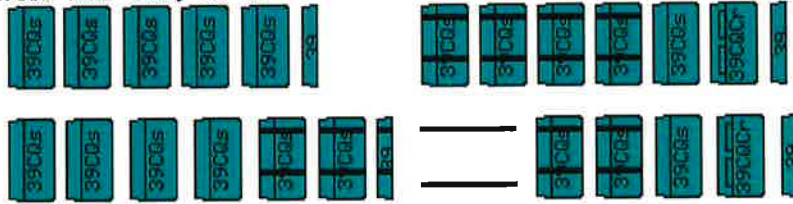
Body Plan / Seat Plan Information

Body Plan: 5013767



Seat Plan: 29830

SP: 29830 T3RE 3904, 63 CAP



Quote Id: 218498

Seat Plan Spacing Chart



3418 52nd Ave
 Sacramento, CA, 95823
 (800) 458-6363
<https://a-zbus.com>

Gabriel Hightman
 (408) 688-4774
ghightman@a-zbus.com

Quote #SAC333

2023 (or) Newer Blue Bird T3RE 3904

December 2, 2022

Customer:	Sacramento City Unified School District	Attn:	Ron Hill
Mailing Address:	Sacramento, CA, 95820	Phone:	(916) 395-5720
		Email:	hillr@scusd.edu

Quantity:	5	Wheelbase:	259"
GVWR:	36,200	Transmission:	Allison 3000 PTS SEM
Engine:	CUMMINS L9 300HP	Suspension:	Spring / Air
Fuel Type:	Diesel	Brakes:	Air Disc
Fuel Port:	Standard	Upholstery:	Blue
Capacity:	81 Amb	WC Lift:	N/A
AC:	MCC Roof Mount QP55 Compressor Freeblow Front and Rear In Wall		

Body Content

- 'STOP WHEN RED LIGHTS FLASH'
- ACOUSTIC HEADLINING FULL LENGTH
- BATTERY COMPARTMENT, ROLLER TRAY, CHAS MTD
- BUZZER, L/H SIDE EMERG DOOR
- BUZZER, REAR EMERG WINDOW
- CIRCUIT PROTECTION, BREAKERS, MANUAL RESET
- COVERING, FLOOR, RUBBER, BLACK
- DAYTIME RUN LGTS, W/ P/BRAKE DEACTIVATE
- DOOR CONTROL, AIR PWR, MOM SW, 2-POS
- EMERGENCY DOOR LS 28IN
- 2 PC CURVED TINTED W/S
- AIR HORN, MOUNTED UNDER FLOOR
- BODY CONSTRUCTION FM/CMVSS 221
- BUZZER, MID SEC, P/O WINDOW
- CAMERA, SYSTEM, BACK UP VIEW
- COMPARTMENT, STORAGE, OVERHEAD, LOCKNG
- D/SEAT, NATIONAL, PREM, AIR, MORD, CHAR
- DELETE, ROOF HATCH BUZZER
- EMERGENCY DOOR ARROWS
- EXTERIOR SOLID NSBY

- FORWARD GRABRAIL
- HEATER,12K,DRIVERS
- HORN,BACKING SAFETY,112 DB
- INSULATION,BODY,FIBERGLASS,ADDITIONAL
- INSULATION,BOW CAVITY,FIBERGLASS
- LATCH,LOCKING,DOOR BATTERY CMPT
- LIGHT,4" BACKUP,LED,VANDAL RESIST
- LIGHT,7" STOP/TAIL,LED
- LIGHT,STROBE,SELF-CONT,LED,CLEAR
- LIGHTS,DIR,FRONT AMBER LED
- LIGHTS,DOME,120 LUMENS,LED
- LOCATION,STOP ARM,REAR
- LOCK,SECURITY,ENT DOOR
- LUGGAGE CMPT LIGHT-PASS THRU CMPT
- MIRROR,CROSSVIEW,EYE-MAX LP
- MIRROR,REARVIEW,INT 6X30,W/MONITOR
- MODULE,SEAT,COLOR,BLUE
- PAINT, INTERIOR, ASTRO WHITE
- PANEL,SIDE,16 GA,25 3/4 SKIRT
- PLYWOOD FLOOR 1/2IN THICK
- SINGLE,LHMM,LUGGAGE,16 CU.FT.
- STEEL FLOOR TRIM
- STEPTREAD,VINYL,RIBBED
- STEPWELL, GALVANIZED
- SWITCH,EMERGENCY OVERRIDE
- SYSTEM,WARN,8-LGT,N/SEQ
- UPH,FIRE BLOCK,BLUE,BARRIER
- HEATED MIRROR,EXT,15 MIN TIMER
- HEATER,50K,LH,REAR,F/M
- INSULATED DRIVERS AREA
- INSULATION,BODY,POLYESTER/FIBERGLASS
- INSULATION,ENTRANCE DOOR HEADER
- LETTERING,EMERGENCY EXIT,ABOVE EXIT
- LIGHT,4" LED,STOP/TAIL,VANDAL RESIST
- LIGHT,STEPWELL,LED,ADA
- LIGHTS,CL/MK,LED,2 AMBER,2 RED
- LIGHTS,DIRECTIONALS,RR,AMBER LED
- LIGHTS,WARN,LED,8-LGT,AMB/RED
- LOCATION,STROBE,4 FEET FROM REAR OF ROOF
- LOGO,BIRD ONLY,VINYL,BLACK
- LUGGAGE CMPT LIGHT-SGL OR DBL CMPT
- MIRROR,EXT,OPEN VIEW,ES SPLIT SYSTEM
- MIRROR,REARVIEW,REMOTE CONTROL
- PAINT DESIGN,BRIGHT WHITE ROOF,12.5 IN
- PAINT,HEADLIGHT BEZELS,NSBY
- PASS THRU LUGGAGE COMPT 94 CU FT
- RADIO,AM,FM,MP3,USB,SD,MMC,BT WITH PA
- SINGLE,RHMM,LUGGAGE,16 CU.FT.
- STEPTREAD,VINYL,BLACK
- STEPWELL PROTECTION
- STOP ARM,ELEC,LED,HI-IN,CLUSTER
- SWITCH,W/L START,MANUAL
- TRIM,AISLE,ALUMINUM
- VANDAL LOCK - REAR EMERGENCY WINDOW

- VENT,ADVANTAGE,STANDARD
- WINDOW,REAR EMERGENCY

- WARRANTY, BRONZE 2/10
- YELLOW ENTRANCE DOOR

Chassis Content

- AIR CLEANER, MULTI STAGE
- BATTERIES, GROUP 31, THREE
- BRAKES, AIR DISC, BENDIX
- BUMPER, FRONT, STEEL 12IN
- CRUISE CONTROL
- ELECTRONIC STABILITY CONTROL
- ENGINE EMISSION CONTROL, EPA /CARB 2022
- GOVERNOR, ROAD SPEED, 65 MPH
- RESERVOIR, ADDITIONAL WET TANK
- TIRE, KUMHO, 12R22.5, LRH, KRS02
- TOW HOOKS, REAR
- UNDERCOAT, MODIFIED WAX, PREMIUM
- WHEELS, ALUMN, 8.25/22.5 DSC HUB-PLTD
- ALTERNATOR, LEECE-NEV, BRUSHLESS, 350 AMP
- BRAKE, EXHAUST, VGT
- BRAKES, ANTI-LOCK (ABS), AIR
- BUMPER, REAR, STEEL
- DRYER, AIR, BENDIX AD-IP
- ENG, CUM L9, DSL, 300HP@860LB-FT, EPA/CARB
- FUEL SYSTEM, DSL, 100 GAL BFR RH FILL
- PEDALS, ADJUSTABLE
- SWITCH, BATTERY DISCONNECT
- TOW HOOKS, FRONT
- TRANS, ALLISON, 3000PTS, 6 SPD,
- VALVE, DRAIN, MANUAL, AIR TANK

Dealer Added Content

- Electric air drain valves with controls in Dr's compt.
- FE/FAK/Reflectors/Decals - CA Spec
- Gatekeeper 5HD camera system, (A-Z to supply parts, Outside Vendor to Install)
- Lettering - Beltline/CA #/Unit #'s
- Outside Vendor to Install Camera System, WiFi, and HEPA Filter
- EP1 Child Check safety system - Wired to CA Specs
- Fog lights in front bumper area
- Hand held stop sign & Holder
- MCC Roof Mount QP55 Compressor Freeblow Front and Rear In Wall

Pricing

Unit Price before Sales Tax:	\$ 244,935.85
Taxable Amount:	\$ 244,880.85
Non-Taxable Amount:	\$ 55.00
8.750% Sales Tax Total:	\$ 21,427.08
Total Per Unit w/Sales Tax Included:	\$ 266,362.93
Grant per bus	-\$0.00
Total Grant Amount	-\$0.00
Grand Total For 5 Unit(s):	\$1,331,814.65

Acceptance

Signature: _____ Title: _____
 Name: _____ Date: _____

***Notice of Intent to Purchase:**

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Required Information

Delivery Address:

Initial here: _____

DMV Information:

Please confirm DMV registration name and address by signing below. Fill other sections as applicable.

Register To Name: _____

Register To Address: _____

Signature Confirming DMV Address: _____

Signature, Name & Title

Exempt

Private

Out of State | Customer Demand

Lettering Information:

Initial Here: _____

Beltline Lettering: _____

CA #: _____ Unit #: _____

Lienholder Information: (if none, write "none")

Lienholder Name: _____

Contact Person: _____

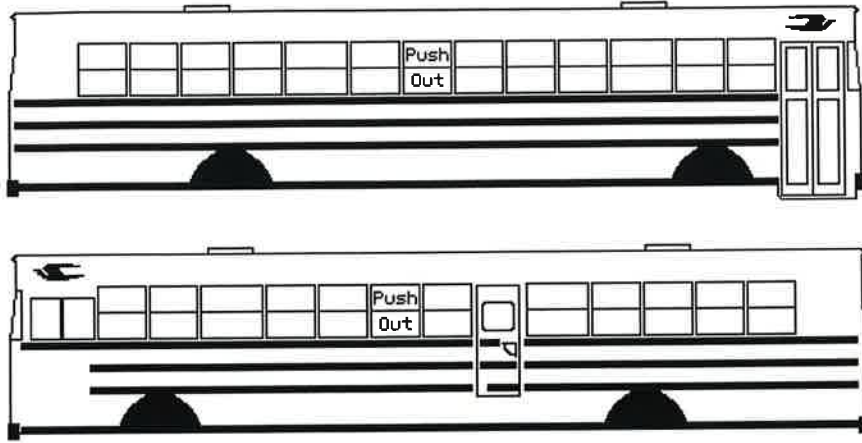
Contact Number: _____

Grant Information: (if applicable)

Agency Name: _____ Grant Deadline: _____

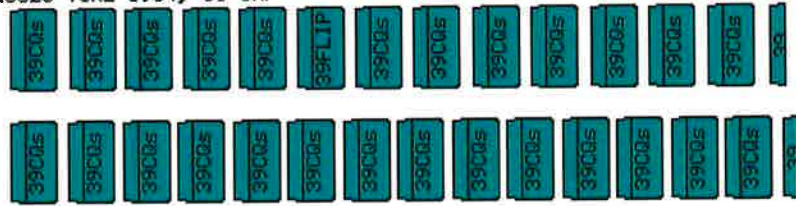
Quote Id: 195783 Body Plan / Seat Plan Information

Body Plan: 5011345



Seat Plan: 23028

SP: 23028 T3RE 3904, 81 CAP



Quote Id: 195783 Seat Plan Spacing Chart



1900 S. Riverside Ave.
Colton, CA 92324

www.a-zbus.com

800-437-5522



November 3, 2022

Ms. Araseli C. Zamora
Business Manager
Waterford Unified School District
219 N. Reinway Avenue, Bldg. 2
Waterford, CA 95386

Re: Bid #01/22 "School Buses" – Request for Renewal & Addendum

Dear Ms. Zamora;

A-Z Bus Sales, Inc. would once again like to thank Waterford USD for the opportunity to participate in your Bid #01/22.

We would like to respectfully request an extension of Bid #01/22 through December 31, 2023 with the following changes:

1. A 5% increase per base model to cover standard factory model year price adjustments as allowed by the bid.
2. A 5% increase per option to cover standard factory price adjustments as allowed by the bid.
3. A revision of available options as per the attached addendum to reflect specific manufacturer model option & cost changes.
4. A revision in the delivery timeline requirements from "180 days after receipt of order" to "180-360 days after receipt of order" due to the supply chain manufacturing challenges in these unprecedented economic times.



1900 S. Riverside Ave.
Colton, CA 92324

www.a-zbus.com

800-437-5522



SPECIFICATION:

New 81 Passenger Rear Engine Transit School Bus

ADDITIONAL AVAILABLE OPTIONS: Page 13-20:

(Each / Add applicable sales tax to all pricing)

Option 3e1.) Single LH luggage compartment w/shocks & lights
(*Available only with Roof (or) No AC system) – Add \$1,342

Option 3n.) DC level-3 charging only EV Package
(*Replaces “combo CCS-1 with level 2 capability” as provided on Option 2.) / Available only on certain models) – Deduct \$5,000

Option 4c.) Upgraded fuel tank cylinders & valve assemblies for CNG
(*Required for MY23 & Newer) – Add \$24,590

Option 45g.) Replace school bus 12” split-sash windows with Transit style MFSAB windows – Add \$21,708

Option 52e.) DC Level 3 station with 19-40 kwh capability – Add \$32,950

Option 53.) Current model year changes for Engine & System compliance to meet CARB emissions standard requirements (*All Engine / Fuel types) – Add \$18,456



1900 S. Riverside Ave.
Colton, CA 92324

www.a-zbus.com

800-437-5522



SPECIFICATION:

New 84 Passenger Front Engine Transit School Bus

ADDITIONAL AVAILABLE OPTIONS: Page 12-19:

(Each / Add applicable sales tax to all pricing)

Option 3e1.) Single LH luggage compartment w/shocks & lights
(*Available only with Roof (or) No AC system) – Add \$1,342

Option 3n.) DC level-3 charging only EV Package
(*Replaces “combo CCS-1 with level 2 capability” as provided on Option 2.) / Available only on certain models) – Deduct \$5,000

Option 44g.) Replace school bus 12” Split-sash windows with Transit style MFSAB windows – Add \$21,708

Option 51e.) DC Level 3 station with 20-40 kwh capability – Add \$32,950

Option 52.) Current model year changes for Engine & System compliance to meet CARB emissions standard requirements (*All Engine / Fuel types) – Add \$18,456



1900 S. Riverside Ave.
Colton, CA 92324



www.a-zbus.com



800-437-5522



SPECIFICATION:

New 75 Passenger Conventional School Bus

ADDITIONAL AVAILABLE OPTIONS: Page 11-18:

(Each / Add applicable sales tax to all pricing)

Option 3e1.) Single LH luggage compartment w/shocks & lights
(*Available only with Roof (or) No AC system) – Add \$1,342

Option 3n.) DC level-3 charging only EV Package
(*Replaces “combo CCS-1 with level 2 capability” as provided on Option 2.) / Available
only on certain models) – Deduct \$5,000

Option 46g.) Replace school bus 12” split-sash windows with Transit style MFSAB
windows – Add \$21,708

Option 53e.) DC Level 3 station with 20-40 kwh capability – Add \$32,950

Option 54.) Current model year changes for Engine & System compliance to meet CARB
emissions standard requirements (*All Engine / Fuel types) – Add \$18,456



1900 S. Riverside Ave.
Colton, CA 92324



www.a-zbus.com



800-437-5522



BUS SALES
AN EMPLOYEE OWNED COMPANY

SPECIFICATION:

New 24 Passenger Type-A1 School Bus

ADDITIONAL AVAILABLE OPTIONS: Page 9-14:

(Each / Add applicable sales tax to all pricing)

Option 3h5.) DC Level 3 station with 20-40 kwh capability – Add \$32,950

Option 3k.) DC level-3 charging only EV Package
(*Replaces “combo CCS-1 with level 2 capability” as provided on Option 2.) / Available
on only certain models) – Deduct \$5,000

Option 28e.) Replace school bus 12” split-sash windows with Transit style MFSAB
windows – Add \$18,433

Option 30a.) AC: Rear Freeblow Tie-in Single compressor & OEM front – Change to Add
\$4,904

Option 30b.) AC: In-wall Freeblow Tie-in single compressor & OEM front – Change to
Add \$5,686

Option 40.) Current model year changes for Engine & System compliance to meet CARB
emissions standard requirements (*All Engine / Chassis / Fuel types) – Add \$18,456



1900 S. Riverside Ave.
Colton, CA 92324

www.a-zbus.com

800-437-5522



SPECIFICATION:

New 25 Passenger Type-A1 School Bus

ADDITIONAL AVAILABLE OPTIONS: Page 9-14:

(Each / Add applicable sales tax to all pricing)

Option 3i5.) DC Level 3 station with 20-40 kwh capability – Add \$32,950

Option 3l.) DC level-3 charging only EV Package
(*Replaces “combo CCS-1 with level 2 capability” as provided on Option 2.) / Available
on only certain models) – Deduct \$5,000

Option 26e.) Replace school bus 12” split-sash windows with Transit style MFSAB
windows – Add \$18,433

Option 39.) Current model year changes for Engine & System compliance to meet CARB
emissions standard requirements (*All Engine / Chassis / Fuel types) – Add \$18,456



1900 S. Riverside Ave.
Colton, CA 92324

www.a-zbus.com

800-437-5522



Should you have any questions or concerns or if you would like to discuss this matter further, please feel free to call me. We look forward to continuing the excellent relationship we maintain with the District.

Respectfully submitted,

Bidder: A-Z Bus Sales, Inc.

[Handwritten signature]

John Landherr

President & CEO

P: 951-781-1841

F: 951-781-9806

Jlandherr@a-zbus.com

School District: Waterford Unified SD

Accepted: *[Handwritten signature]*

Declined: _____

Signature: *[Handwritten signature]*

Printed Name: Lisa Hawkins

Title: President

Date: 11/10/22

e-Builder Quote
Sacramento City Unified
School District
February 9, 2023



1800 NW 69th Ave., Suite 201 | Plantation, Florida 33313 | 800-580-9322

Disclosure Statement

This Quote incorporates by reference the terms and conditions of the Master Service Agreement dated March 21st, 2014 between e-Builder and Customer (the "MSA").

The information provided in this document shall not be disclosed outside the recipient's organization and shall not be disclosed in whole or in part for any purpose other than to evaluate the information. During the evaluation process, the recipient may duplicate this document only for distribution to evaluators within the recipient's organization. If a contract is awarded to e-Builder as a result of or in connection with the submission of this information, the recipient shall have the right to duplicate, use or disclose the information to the extent provided in the contract. This restriction does not limit the right of the recipient to use information contained if it is obtained from another source without restriction.

In the event that the recipient is served with a request to disclose any or all of e-Builder's confidential information pursuant to the requirements of applicable law, a judicial or governmental request, requirement or order or otherwise, e-Builder asks to be promptly notified in order to provide sufficient time to object to such request, understanding that the recipient will take reasonable steps to cooperate with and assist e-Builder in contesting such request, requirement, or order or in otherwise protecting e-Builder's rights prior to disclosure.

Investment Summary

The following details the investment summary for Sacramento City Unified School District for unlimited licenses based off of an average annual capital spend of \$47,250,000 .

Annual Software Subscription 5-Year Agreement Annual Capital Spend - \$47,250,000

Annual Item	Year 1 4/1/2023- 3/31/2024	Year 2 4/1/2024- 3/31/2025	Year 3 4/1/2025- 3/31/2026	Year 4 4/1/2026- 3/31/2027	Year 5 4/1/2028- 3/31/2029
Unlimited Users	\$110,000.00	\$110,000.00	\$117,700.00	\$123,585.00	\$129,764.25

Annual Software Subscription 2-Year Agreement Annual Capital Spend - \$47,250,000

Annual Item	Year 1 4/1/2023-3/31/2024	Year 2 4/1/2024-3/31/2025
Unlimited Users	\$110,000.00	\$110,000



e-Builder is the leading provider of integrated, cloud-based construction program management software for top facility owners and the companies that act on their behalf. The company's flag-ship product, e-Builder Enterprise™, improves capital project execution, resulting in increased productivity and quality, reduced cost, and faster project delivery. Since 1995, e-Builder's technology leadership and construction industry focus has provided thousands of global companies, government agencies, and healthcare and educational institutions managing billions of dollars in capital programs with solutions to improve the plan, build, and operate lifecycle. The company is privately held and headquartered in Plantation, Florida. For more information, visit www.e-Builder.net.

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS DAY OF April 13th, 2023, by and between the Sacramento City Unified School District ("District") and Lamon Construction Co., Inc ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

Theodore Judah ES Paving Repairs 0363-409

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within **Eighty-seven (87)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. This includes construction, punchlist and project acceptance, and completion of closeout in coordination with the schedule provided at bid time.

- 5. Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
- 6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Two Thousand and No/100 dollars (\$2,000) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

- 7. Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
- 8. Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

- 9. Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
- 10. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 11. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 12. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 13. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type A General Engineering Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 14. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
- 15. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 16. Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

17. Contract Price: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Two Million Four Hundred and Twenty-Four Thousand Dollars

(\$2,424,000),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

18. No Representations: No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.

19. Entire Agreement: The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

20. Severability: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

21. Authority of Signatories: Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

[CONTRACTOR NAME]

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Lamon Construction Co., Inc

By: 

By: _____

Title: Ken Norton, VP

Title: Rose F. Ramos, Chief Business & Operations Officer

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT



CHANGE ORDER #01

October 6, 2022

Project: Parkway ES Paving Repairs
 Bid No: 0272-409
 DSA File No: 02-120106

Contract No: R23-00503

The following parties agree to the terms of this Change Order:

Owner: Sacramento City USD
 5735 47th Ave.
 Sacramento, CA 95824

Contractor: Lamon Construction Co., Inc.
 871 Von Geldern Way
 Yuba City, CA 95991

Architect: California Design West Architects
 2100 19th Street
 Sacramento, CA 95818

Construction Manager: Innovative Construction Services, Inc.
 5433 El Camino Ave., Suite 2
 Carmichael, CA 95608

Reference	Description	Cost	Days Ext.
PCO #1 Requested by: Performed by: Reason:	Unforeseen conditions contract allowance District N/A Reconciliation of contract	(\$35,000)	0
PCO #1 Requested by: Performed by: Reason:	Remove seal coat from project District N/A Deleted from scope	(\$17,577)	0
PCO #1 Requested by: Performed by: Reason:	Credit for basketball assemblies per PR 2 District N/A Used extra assemblies from different site	(\$4,144)	0
PCO #1 Requested by: Performed by: Reason:	Lime treatment in hardcourt Area A per PR 01 District/AE Lamon Construction Mitigation of unsuitable soils encountered during compaction of subgrade	\$177,649	0
PCO #2 Requested by: Performed by: Reason:	Lime treatment in hardcourt Area B per PR 01 District/AE Lamon Construction Mitigation of unsuitable soils encountered during compaction of subgrade	\$40,000	0
PCO #2 Requested by: Performed by: Reason:	Remove of landscape scope District N/A Deleted from scope	(\$10,000)	0
PCO #2 Requested by: Performed by: Reason:	Credit for water line scope District N/A Not needed and removed from scope	(\$20,000)	0

Contract time will be adjusted as follows: Previous Completion Date: 11/30/2022 ZERO [#] Calendar Days Extension (zero unless otherwise indicated) Current Completion Date: 11/30/2022	Original Contract Amount:	\$ 1,346,000
	Amount of Previously Approved Change Order(s):	\$0
	Amount of this Change Order:	\$130,928
	Contract Amount:	\$1,476,928

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District: Sacramento City USD

Contractor: Lamon Construction Co.

Rose Ramos, CBO

Date

Ken Norton

Date

 9/21/22

Architect: California Design West

Construction Manager: ICS, Inc.


Shane Trump

09/21/22

Date

Meredith Collins

Date

 9/21/2022

LAMON CONSTRUCTION CO., INC.

871 VON GELDERN WAY
YUBA CITY, CA 95991
Ph : 530-671-1370

Change Order

Project:

22-0180 Parkway E.S Sac City
4720 Forest Parkway
Sacramento, CA 95823

To Contractor:

LAMON CONSTRUCTION CO., INC.
871 VON GELDERN WAY
YUBA CITY, CA 95991

Change Order: 1

Date: 7/29/2022

Architect's Project:

Contract Date:

Contract For:

The Contract is changed as follows:

CO1		
1 Remove Seal Coat From Project		\$-17,577.00
2 PR 02 Credit Basketball Assemblies		\$-4,144.00
3 PR 01 Unsuitable Soils and Playground Equipment		\$177,649.00
4 Deduct Contract Allowance		\$-35,000.00
	Total:	\$120,928.00

The original Contract Amount was	\$1,346,000.00
Net change by previously authorized Change Orders	\$0.00
The Contract Amount prior to this Change Order was	\$1,346,000.00
The Contract will be increased by this Change Order in the amount of	\$120,928.00
The new Contract Amount including this Change Order will be	\$1,466,928.00
The Contract Time will be increased by 0 days.	
The date of Substantial Completion as of the date of this Change Order therefore is	

NOT VALID UNTIL SIGNED BY THE ARCHITECT , CONTRACT AND OWNER.

ARCHITECT	LAMON CONSTRUCTION CO., INC. CONTRACTOR 871 VON GELDERN WAY YUBA CITY, CA 95991	OWNER
-----------	--	-------

(Signature)	(Signature)	(Signature)
By	By	By
Date	Date	Date

LAMON CONSTRUCTION CO., INC

871 VON GELDERN WAY
YUBA CITY, CA 95991
Ph : 530-671-1370

Change Request

To: SAC CITY UNIFIED SCHOOL DIST.
5735 47TH AVENUE
SACRAMENTO, CA 95824

Number: 1
Date: 7/26/2022
Job: 22-0180 Parkway E.S Sac City
Phone:

Description: Remove Seal Coat From Project

We are pleased to offer the following specifications and pricing to make the following changes:
Remove Asphalt Seal Coat from project.

The total direct cost to perform this work is \$-16,740.00
(Please refer to attached sheet for details.)

	-16,740.00	5.00%	\$-837.00
		Total:	\$-17,577.00

If you have any questions, please contact me at 530-671-1370.

Submitted by: KEN NORTON
LAMON CONSTRUCTION

Approved by: _____
Date: _____



"UNION CONTRACTOR"

Laborers Local 185

CA. LIC. #755317 C-32 Exp. 3-31-2024
 FED I.D. #27-1699985
 State of California SBE #1555640
 Bond Rate 1% (Minimum \$300)

ESTIMATE

ESTIMATE #	22-1290
DATE:	7/5/2022
BID DATE:	

SIERRA TRAFFIC MARKINGS, INC.
9725 DEL ROAD SUITE B
ROSEVILLE, CA. 95747

DIR Registration #1000002783
PHONE: (916) 774-9080
FAX: (916) 774-9088

ATTN:	Ken Norton	PROJECT:	Parkway E.S
TO:	Lamon Construction Co., Inc. PO Box 632 Yuba City, Ca 95991	ADDRESS:	4720 Forest Parkway
PHONE:	(530) 671-1370	CITY:	Sacramento, CA
FAX:	(530) 671-7482	PROJECT #:	
EMAIL:	knorton@lamonconstruction.com	ESTIMATOR:	Ron Johnson
		CERTIFIED PAYROLL:	

ITEM	DESCRIPTION	QTY	UNIT	TOTAL
1.	ASPHALT SEALCOATING (1 - COAT SEALCOAT)	1	LS	16,740.00
	Blackout Existing Unwanted Striping as Needed	1	LS	
	Air Sweep Parking Lot Prior To Sealcoat. Apply (1) Coat "Reed & Graham Overkote" Asphalt Pavement Sealer (Squeegee Applied Method)	54,000	SF	
2.	PLAYGROUND STRIPING (2 - COAT PAINT) (Per Plan) (Includes: U.S Map)	1	LS	
	NOTE: This Estimate INCLUDES the Following Items: A) 1 Mobilization to Jobsite			
	NOTE: This Estimate EXCLUDES the Following Items: A) All Other Striping & Signage Not Listed Above B) Crackfill C) Pressure Washing / Removal of Debris			
	For questions or concerns regarding this estimate please contact Ron Johnson at 916-997-1315 (cell) or ron@sierratrafficmarkings.com			

ADDENDUMS ACKNOWLEDGED:

TOTAL

ACCEPTANCE OF THIS ESTIMATE: The above prices, specifications, and provisions are satisfactory and are hereby accepted. Sierra Traffic Markings Inc. is authorized to do the above mentioned work as specified. Payment will be made upon completion and/or receipt of invoice.

ACCEPTED BY: _____

TITLE: _____

DATE OF ACCEPTANCE: _____

PO NUMBER: _____ **JOB NUMBER:** _____

LAMON CONSTRUCTION CO., INC

871 VON GELDERN WAY
YUBA CITY, CA 95991
Ph : 530-671-1370

Change Request

To: SAC CITY UNIFIED SCHOOL DIST.
5735 47TH AVENUE
SACRAMENTO, CA 95824

Number: 2
Date: 7/27/2022
Job: 22-0180 Parkway E.S Sac City
Phone:

Description: PR 02 Credit Basketball Assemblies

We are pleased to offer the following specifications and pricing to make the following changes:

Basketball poles provided by district. Contractor to coordinate pickup and delivery.
Credit two (2) basketball assemblies. Supplier quote attached.

The total direct cost to perform this work is	\$0.00
(Please refer to attached sheet for details.)	
	\$-4,144.00
Total:	\$-4,144.00

If you have any questions, please contact me at 530-671-1370.

Submitted by: KEN NORTON
LAMON CONSTRUCTION

Approved by: _____
Date: _____



PROPOSAL REQUEST

CALIFORNIA DESIGN WEST ARCHITECTS INC.

2100 19TH STREET | SACRAMENTO CA 95818 | 916.446.2466 | WWW.CA-DW.COM

PROJECT:

Parkway ES – Play Structure and Paving Repairs
DSA App # 02-120106; DSA File # 34-53

PROPOSAL REQUEST NO.: 02

DATE OF ISSUANCE: 07/19/22

OWNER:

SCUSD
5735 47th Avenue
Sacramento, CA 95824

CM:

ICS, Inc.
5433 El Camino Ave # 2
Carmichael, CA 95608

CONTRACTOR:

Lamon Construction Co., Inc.
871 Von Geldern Way
Yuba City, CA 95991

PLEASE SUBMIT AN ITEMIZED QUOTATION FOR CHANGES IN THE CONTRACT SUM AND/OR TIME INCIDENTAL TO PROPOSED MODIFICATIONS TO THE CONTRACT DOCUMENTS DESCRIBED HEREIN. THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

BASKETBALL ASSEMBLIES

GC to provide credit for two (2) basketball assemblies.

GC to provide pricing for demolition and installation of (4) salvaged basketball assemblies provided by the District.

ATTACHMENTS:

N/A

REQUESTED BY:


Signature

Shane Trump

Name



Sales Quote

Remit to: P.O. Box 1290, Salem, IL 62881
 800-687-5768 • 480-962-5289 • www.pwathletic.com

Bill To:
 Lamon Construction Co., Inc.
 Jacob Gildea
 871 Von Geldren Way

Ship To:
 Parkway ES
 Jacob Gildea

Quote #: 17257
Quote Date: 06/25/2022
Quote Expires: 07/25/2022
Quoted By: Allan Shackleton
Sales Manager: Allan Shackleton
Customer Ref.: Parkway ES

Yuba City CA 95991
Phone: 530/329-4618 **Ext.:**
Fax: / -

Sacramento CA 94203
Phone: 530/329-4618 **Ext.:**
Fax: / -

Quantity	Description	Unit Price	Ext. Price
2	Basketball Post Model: LA-12C44 (1523G) - Curved Post/Single 4- 1/2"OD w/ 4' Ext., Post Size=4-1/2, Type=Gooseneck, Offset=4'	\$1,033.00	\$2,066.00
2	Basketball Rims Model: LA-45 (45) - Heavy-Duty Double Rim with Universal Mount Plate (Previously LA-600N), Rim=45	\$189.00	\$378.00
2	Basketball Nets Model: LA-34 (34) - Super Nylon Net, Net Type=#34 Super Nylon Net	\$18.00	\$36.00
2	Basketball Backboards Model: LA-11X - Heavy-Duty Cast Aluminum Fan Backboard, 36" H x 54" W, Powder Coated White, Orange Target & Perimeter	\$956.00	\$1,912.00

Subtotal: \$4,392.00
Sales Tax: \$384.30
Estimated Freight: \$890.00
Total: \$5,666.30

Accepted by: _____ **Date:** _____

Notes:

Quotes are valid for 30 days. Any changes in specifications may result in additional charges. Freight and tax shown are an estimate only and subject to change upon shipment.

Estimated freight shown is good for 30 days from origin date. We strive to ship for the estimated freight shown, but due to large rate hikes, we must pass on actual freight costs at time of shipment.

Estimated shipping cost is to a commercial address as zoned by the shipping companies we use. Deliveries to Residential Addresses, School, Military Bases, Construction Sites, Prisons, Nuclear Plants, Mines, Oil and Gas Fields, Summer Camps, Other areas with limited access such as Apartments, Self Storage Facilities, Amusement Parks, Strip Malls, County Clubs, Social Clubs, Churches, Nursing Homes, Restaurants, Marinas and Farms result in additional charges. Lift gate deliveries and inside deliveries also result in additional fees.

LAMON CONSTRUCTION CO., INC

871 VON GELDERN WAY
YUBA CITY, CA 95991
Ph : 530-671-1370

Change Request

To: SAC CITY UNIFIED SCHOOL DIST.
5735 47TH AVENUE
SACRAMENTO, CA 95824

Number: 3
Date: 7/29/2022
Job: 22-0180 Parkway E.S Sac City
Phone:

Description: PR 01 Unsuitable Soils and Playground Equipment

We are pleased to offer the following specifications and pricing to make the following changes:

Treat area A only (see attached map) per recommendation.
Supply and install play equipment.
Area B is known to have unstable subgrade. Lamon has no future liability or warranty obligations for failure or cracking in that area. Add petromat and oil to limit cracking.

The total direct cost to perform this work is	\$177,649.00
(Please refer to attached sheet for details.)	
Total:	\$177,649.00

If you have any questions, please contact me at 530-671-1370.

Submitted by: KEN NORTON
LAMON CONSTRUCTION

Approved by: _____
Date: _____

Parkway PR01 Wet Soils Estimating Spreadsheet

7/29/2022

Quantity Calculations	Area (sf)	AC Sec	AB Sec	AC (Tons)	AB (Tons)
1	0.00	0.00	0.00	0.00	0.00
2	0.00	0.00	0.00	0.00	0.00
3	0.00	0.00	0.00	0.00	0.00
4	0.00	0.00	0.00	0.00	0.00
5	0.00	0.00	0.00	0.00	0.00
Total AC Quantity				0.00	0.00
Total AB Quantity					0.00

Labor	Men	Hr/Day	MH	Cost/MH	Cost
1 Forman	1.00	8.00	8.00	\$ 121.00	\$ 968.00
2 Operator Area 1	3.00	8.00	24.00	\$ 108.00	\$ 2,592.00
3 Laborers	2.00	8.00	16.00	\$ 82.50	\$ 1,312.00
4 Forman Overtime	1.00	2.00	2.00	\$ 145.00	\$ 290.00
5 Operator Area 1 OT	3.00	2.00	6.00	\$ 146.00	\$ 816.00
6 Laborers OT	2.00	2.00	4.00	\$ 102.00	\$ 408.00
7 None	0.00	0.00	0.00	\$ -	\$ -
8 None	0.00	0.00	0.00	\$ -	\$ -
9 None	0.00	0.00	0.00	\$ -	\$ -
10 None	0.00	0.00	0.00	\$ -	\$ -
Total Labor Cost, per day			60.00	\$ -	\$ 6,386.00
DAYS					
Total Labor Cost					\$ -

Handwritten notes: 6 = 360 Hrs

Equipment	Count	Cost/Day	Cost
1	0.00	\$ -	\$ -
2 325 Excavator	0.66	\$ 775.00	\$ 511.50
3 JD 772 Blade	0.66	\$ 1,000.00	\$ 660.00
4 4000 Gal Water Truck	1.00	\$ 450.00	\$ 450.00
5 Lg Dbl Smooth Drum Roller	0.66	\$ 680.00	\$ 448.80
6 1 & 1 1/2 Ton Work Truck	2.00	\$ 200.00	\$ 400.00
7 Skippy	1.00	\$ 350.00	\$ 350.00
8 None	0.00	\$ -	\$ -
9 None	0.00	\$ -	\$ -
10 None	0.00	\$ -	\$ -
Total Equip. Cost, per day			\$ 2,820.30
DAYS			6.00
Total Equipment Cost			\$ 16,921.80

Material Costs	Notes	U/M	Unit	Cost/Unit	Total Cost
1 Base	3/4 class 2 AB	TN	730.00	\$ 15.00	\$ 10,950.00
2 None	Bell Marine invoice attach	-	0.00	\$ -	\$ -
3 None		-	0.00	\$ -	\$ -
4 None		-	0.00	\$ -	\$ -
5 None		-	0.00	\$ -	\$ -
Subtotal Material Costs					\$ 10,950.00

Trucking Costs	Notes	U/M	Unit	Cost/Unit	Total Cost
1 Demo Trucking	575 ton	HR	75.00	\$ 140.94	\$ 10,570.50
2 Soils Off-Haul	200 yds	HR	46.00	\$ 140.94	\$ 6,483.24
3 Base Trucking		HR	73.00	\$ 140.94	\$ 10,288.62
			194.00		
Subtotal Trucking Costs					\$ 27,342.36
Subtotal Material Costs					\$ 10,950.00
Sales Tax (Only on Materials)					\$ 930.75
Total Trucking/Material/Tax Cost					\$ 39,223.11

Misc. Materials / Cost	Notes	U/M	Unit	Cost/Ct	Cost
1 None	Pickler/Tetherball Quote	1	1.00	\$ 5,487.48	\$ 5,487.48
2 None	Forman	HR	48.00	\$ 108.31	\$ 5,198.88
3 None	Operator Area 1	HR	144.00	\$ 105.98	\$ 15,261.12
4 None	Laborers	HR	96.00	\$ 75.68	\$ 7,265.28
5 None	Forman Overtime	HR	12.00	\$ 142.17	\$ 1,706.04
6 None	Operator Area 1 OT	HR	36.00	\$ 139.40	\$ 5,018.40
7 None	Laborers OT	HR	24.00	\$ 96.37	\$ 2,312.88
8 Mobilization	Lowbed for Equipment	HR	16.00	\$ 160.00	\$ 2,560.00
9 None		-	0.00	\$ -	\$ -
10 None		-	0.00	\$ -	\$ -
Total Misc Materials Cost					\$ 44,810.08

Sheet Summary	Material/Trucking Costs	Labor Cost	Equipment Cost	Misc Materials Cost	SubTOTAL	Markup (This Sheet Only)	TOTAL COST (This Sheet)
	\$ 39,223.11	\$ -	\$ 16,921.80	\$ 44,810.08	\$ 100,954.99	15%	\$ 116,098.24

Cost/SF	SF	Cost	#DIV/0!
	0	\$ 116,098.24	

Parkway PR01 Wet Soils Estimating Spreadsheet

7/29/2022

Lime Treat Soil					
Quantity Calculations					
	Area (sf)	AC Sec	AB Sec	AC (Tons)	AB (Tons)
1	0.00	0.00	0.00	0.00	0.00
2	0.00	0.00	0.00	0.00	0.00
3	0.00	0.00	0.00	0.00	0.00
4	0.00	0.00	0.00	0.00	0.00
5	0.00	0.00	0.00	0.00	0.00

Total AC Quantity	0.00
Total AB Quantity	0.00

Labor	Men	Hr/Day	MH	Cost/MH	Cost
1 None	0.00	0.00	0.00	\$ -	\$ -
2 None	0.00	0.00	0.00	\$ -	\$ -
3 None	0.00	0.00	0.00	\$ -	\$ -
4 None	0.00	0.00	0.00	\$ -	\$ -
5 None	0.00	0.00	0.00	\$ -	\$ -
6 None	0.00	0.00	0.00	\$ -	\$ -
7 None	0.00	0.00	0.00	\$ -	\$ -
8 None	0.00	0.00	0.00	\$ -	\$ -
9 None	0.00	0.00	0.00	\$ -	\$ -
10 None	0.00	0.00	0.00	\$ -	\$ -
Total Labor Cost, per day					\$ 0.00
DAYS					
Total Labor Cost					\$ -

Equipment	Count	Cost/Day	Cost
1 None	0.00	\$ -	\$ -
2 None	0.00	\$ -	\$ -
3 None	0.00	\$ -	\$ -
4 None	0.00	\$ -	\$ -
5 None	0.00	\$ -	\$ -
6 None	0.00	\$ -	\$ -
7 None	0.00	\$ -	\$ -
8 None	0.00	\$ -	\$ -
9 None	0.00	\$ -	\$ -
10 None	0.00	\$ -	\$ -
Total Equip. Cost, per day			\$ 0.00
DAYS			
Total Equipment Cost			\$ -

Material Costs	Notes	U/M	Unit	Cost/Unit	Total Cost
1 None		-	0.00	\$ -	\$ -
2 None		-	0.00	\$ -	\$ -
3 None		-	0.00	\$ -	\$ -
4 None		-	0.00	\$ -	\$ -
5 None		-	0.00	\$ -	\$ -
Subtotal Material Costs					\$ -
Trucking Costs	Notes	U/M	Unit	Cost/Unit	Total Cost
1 None		-	0.00	\$ -	\$ -
2 None		-	0.00	\$ -	\$ -
3 None		-	0.00	\$ -	\$ -
Subtotal Trucking Costs					\$ -
Subtotal Material Costs					\$ -
Sales Tax (Only on Materials)					\$ -
Total Trucking/Material/Tax Cost					\$ -

Misc. Materials / Cost	Notes	U/M	Unit	Cost/Ct	Cost
1 None	Griffin Soil quote attached.,	LS	31000.00	\$ 1.52	\$ 47,120.00
2 None	Northwest Oil Petromat	-	0.00	\$ -	\$ -
3 None	& Oil	SF	25000.00	\$ 0.46	\$ 11,500.00
4 None		-	0.00	\$ -	\$ -
5 None		-	0.00	\$ -	\$ -
6 None		-	0.00	\$ -	\$ -
7 None		-	0.00	\$ -	\$ -
8 None		-	0.00	\$ -	\$ -
9 None		-	0.00	\$ -	\$ -
10 None		-	0.00	\$ -	\$ -
Total Misc Materials Cost					\$ 58,620.00

Sheet Summary					
Material/Trucking Costs				\$ -	
Labor Cost				\$ -	
Equipment Cost				\$ -	
Misc Materials Cost				\$ 58,620.00	
SUBTOTAL				\$ 58,620.00	
Markup (This Sheet Only)			5%	\$ 2,931.00	
TOTAL COST (This Sheet)					\$ 61,551.00
Cost/SF	SF	0	\$	61,551.00	#DIV/0!

LAMON CONSTRUCTION

T & M WAGE CHART

Date 2022-23 Rates

Lamon Construction Co., Inc.

Prevailing Wage Rate Calculation

No	Trade / Craft	Group	Rates Valid Through	07/01/23	Fringe Benefits (does not increase for OT rates)							Burden (Employer Payments)							Total Billable Rate	Comments
					Basic Hourly Rate	Health & Welfare	Pension	Vacation / Holiday	Other Payments	Subtotal (Fringes)	Training Safety by GC	Subtotal Straight / OT Hourly Rate	FICA	SDI	Workman Comp.	UI	FUTA	Total Burden		
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S		
1	Laborer	B	34.25	9.60	9.46	3.05	5.20	27.31	2.00	63.56	4.86	0.81	1.99	3.94	0.51	12.12	75.68			
2	Operator	2	54.00	13.38	10.78	5.87	2.70	32.73	2.00	88.73	6.79	1.14	3.12	5.50	0.71	17.25	105.98			
3	Operator	Foreman	55.92	13.38	10.78	5.87	2.70	32.73	2.00	90.65	6.93	1.16	3.22	5.62	0.73	17.66	108.31			
4	Laborer OT	1	51.38	9.60	9.46	3.05	5.20	27.31	2.00	80.69	6.17	1.03	2.83 0.00%	5.00	0.65	15.68	96.37			
5	Operator OT	3	81.59	13.38	10.78	5.87	2.70	32.73	2.00	116.32	8.90	1.49	4.55 0.00%	7.21	0.93	23.08	139.40			
6	Operator OT	Foreman	83.88	13.38	10.78	5.87	2.70	32.73	2.00	118.61	9.07	1.52	4.67 0.00%	7.35	0.95	23.56	142.17			

Notes:

- I Insert Contractor's basic hourly rate, health & welfare, pension, vacation/holiday and other payments in columns "D to H", then add training to column "J". Subtotal straight and overtime hourly rates will be calculated at column "K" which includes "Fringes Benefits". Please note that ONLY "basic hourly rates" will change for overtime and all other "Fringe Benefits" remain the same as straight hourly rates.
- II Insert Contractor's workman compensation rate at lower section of columns "N" where shows "0.00%" for each contractor rate. Total hourly rate including "Fringes Benefits" and all "Burdens" will be calculated at column "R". Since "Burdens" are percentages of the "subtotal straight/OT hourly rates" they will increase for overtime rates and will be calculated automatically by the spreadsheet.

UNION WAGES & FRINGES FROM 06/27/22

LABORERS

STRAIGHT TIME WAGES PER AREA

	%	RATE B	RATE A	RATE B- NIGHTS	RATE A- NIGHTS
CONSTRUCTION SPECIALIST	100	34.95	35.95	37.95	38.95
GROUP 1	100	34.25	35.25	37.25	38.25
GROUP 2	100	34.10	35.10	37.10	38.10
GROUP 3	100	34.00	35.00	37.00	38.00
FOREMAN (CS)	100	37.95	38.95	40.95	41.95
4th PERIOD (3001-4000 HRS)	0.9	30.60	31.50	33.60	34.50
3rd PERIOD (2001-3000 HRS)	0.8	27.20	28.00	30.20	31.00
2nd PERIOD (1001-2000 HRS)	0.7	23.80	24.50	26.80	27.50
1st PERIOD (1-1000 HRS)	0.65	22.10	22.75	25.10	25.75

RATE A
 RATE B
 Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara
 Alpine, Amador, Butte Calaveras, Colusa Del Norte Eastern El Dorado, Fresno, Glenn, Humboldt, Kings, Lake,
 Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Eastern Placer, Plumas, Shasta, Sierra,
 Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, Yuba

CONSTRUCTION SPECIALIST

GROUP 1 Asphalt Ironers and Rakers, Pressure pipe-layers
 GROUP 2 Asphalt Spreader Box, Bobcat, Compactor
 GROUP 3 Concrete Asphalt Shovelers
 FOREMAN General Laborer, Flagperson, Skiploader
 NIGHTS \$3/HR EXTRA
 \$3/HR XTRA

APPLICABLE FRINGES

	Combine		Combine		VAC	TRAINING	CONTRACT ADMIN	INDUSTRY STABILIZATION	TAXABLE	
	H & W	RET H & W	PENSION	ANNUITY					TOTAL	FRINGES
CONSTRUCTION SPECIALIST	9.20	0.40	9.46	4.40	3.05	0.50	0.10	0.2	0.2	27.31
GROUP 1	9.20	0.40	9.46	4.40	3.05	0.50	0.10	0.2	0.2	27.31
GROUP 2	9.20	0.40	9.46	4.40	3.05	0.50	0.10	0.2	0.2	27.31
GROUP 3	9.20	0.40	9.46	4.40	3.05	0.50	0.10	0.2	0.2	27.31
FOREMAN (CS)	9.20	0.40	9.46	4.40	3.05	0.50	0.10	0.2	0.2	27.31
4th PERIOD	9.20	0.40	9.46	4.40	3.05	0.50	0.10	0.2	0.2	27.31
3rd PERIOD	9.20	0.40	9.46	4.40	3.05	0.50	0.10	0.2	0.2	27.31
2nd PERIOD	9.20	0.40	9.46	4.40	3.05	0.50	0.10	0.2	0.2	27.31
1st PERIOD	9.20	0.40	9.46	0.00	0.91	0.50	0.10	0.2	0.2	11.31

LABORERS

TOTAL STRAIGHT TIME WAGES (INCLUDING FRINGES) PER AREA

	TOTAL WAGES + FRINGES B-RATE		TOTAL WAGES + FRINGES A-RATE		NIGHTTIME	
CONSTRUCTION SPECIALIST						
GROUP 1	62.26	63.26	62.26	63.26	65.26	66.26
GROUP 2	61.56	62.56	61.56	62.56	64.56	65.56
GROUP 3	61.41	62.41	61.41	62.41	64.41	65.41
FOREMAN (CS)	61.31	62.31	61.31	62.31	64.31	65.31
4th PERIOD	65.26	66.26	65.26	66.26	69.26	70.26
3rd PERIOD	57.91	58.81	57.91	58.81	60.91	61.81
2nd PERIOD	54.51	55.31	54.51	55.31	57.51	58.31
1st PERIOD	51.11	51.81	51.11	51.81	54.81	55.61
	33.41	34.06	33.41	34.06	37.06	37.71

STRAIGHT TIME, OVERTIME AND DOUBLETIME WAGES PER AREA - EXCLUDING FRINGES

	TIME AND A HALF DOUBLETIME		RATE B (RATES WITHOUT UVAC)		RATE A (RATES WITHOUT UVAC)		%	
	ST	OT	DT	NIGHT ST	NIGHT OT	DT	NIGHT ST	NIGHT OT
CONSTRUCTION SPECIALIST								
GROUP 1	34.95	52.43	69.90	37.95	56.93	75.90	100	35.95
GROUP 2	34.25	51.38	68.50	37.25	55.88	74.50	100	35.25
GROUP 3	34.10	51.15	68.20	37.10	55.65	74.20	100	35.10
FOREMAN (CS)	34.00	51.00	68.00	37.00	55.50	74.00	100	35.00
4th PERIOD	37.95	56.93	75.90	40.95	61.43	81.90	100	38.95
3rd PERIOD	30.60	45.90	61.20	33.60	50.40	67.20	0.8	31.50
2nd PERIOD	27.20	40.80	54.40	30.20	45.30	60.40	0.75	28.00
1st PERIOD	23.80	35.70	47.60	26.80	40.20	53.60	0.7	24.50
	22.10	33.15	44.20	25.10	37.65	50.20	0.65	22.75

STRAIGHT TIME, OVERTIME AND DOUBLETIME WAGES PER AREA - INCLUDING FRINGES

	TIME AND A HALF DOUBLETIME		RATE B (RATES WITHOUT UVAC)		RATE A (RATES WITHOUT UVAC)		%	
	ST	OT	DT	NIGHT ST	NIGHT OT	DT	NIGHT ST	NIGHT OT
CONSTRUCTION SPECIALIST								
GROUP 1	62.26	79.74	97.21	65.26	84.24	103.21	100	63.26
GROUP 2	61.56	78.69	95.81	64.56	83.19	101.81	100	62.56
GROUP 3	61.41	78.46	95.51	64.41	82.96	101.51	100	62.41
FOREMAN (CS)	61.31	78.31	95.31	64.31	82.81	101.31	100	62.31
4th PERIOD	65.26	84.24	103.21	68.26	88.74	109.21	100	66.26
3rd PERIOD	57.91	73.21	88.51	60.91	77.71	94.51	0.8	58.81
2nd PERIOD	54.51	68.11	81.71	57.51	72.61	87.71	0.75	55.31
1st PERIOD	51.11	63.01	74.91	54.11	67.51	80.91	0.7	51.81
	33.41	44.46	55.51	36.41	48.96	61.51	0.65	34.06

UNION WAGES & FRINGES FROM 06/27/22

OPERATORS:

STRAIGHT TIME WAGES PER AREA

	SPECIAL SINGLE & SECOND SHIFT		AREA 1		AREA 2	
	AREA 1	AREA 2	AREA 1	AREA 2	AREA 1	AREA 2
GROUP 1	55.92	61.25	61.25	63.25		
GROUP 2	54.39	59.52	59.52	61.52	ALAMEDA	AMADOR (PARTIAL)
GROUP 3	52.91	57.86	57.86	59.86	AMADOR (PARTIAL)	CALAVERAS (PARTIAL)
GROUP 4	51.53	56.30	56.30	58.30	BUTTE	EL DORADO (PARTIAL)
GROUP 5	50.26	54.88	54.88	56.88	CALAVERAS (PARTIAL)	GLENN (PARTIAL)
GROUP 6	48.94	53.38	53.38	55.38	COLUSA	MARIPOSA (PARTIAL)
GROUP 7	47.80	52.10	52.10	54.10	CONTRA COSTA	NEVADA (PARTIAL)
GROUP 8	46.66	50.83	50.83	52.83	EL DORADO (PARTIAL)	PLACER (PARTIAL)
GROUP 8-A	44.45	48.66	48.66	50.32	FRESNO	SACRAMENTO
2931 - WORKING FOREMAN	54.39	59.52	59.52	61.52	GLENN (PARTIAL)	SAN BENITO
2921 - FOREMAN/SHIFTER	55.92	61.25	61.25	63.25	KINGS	SAN JUAQUIN
					LAKE	SANTA CLARA
					MARIN	SOLANO
APP 1ST PERIOD	28.34	30.97	30.97	32.97	MARIPOSA (PARTIAL)	SONOMA
APP 2ND PERIOD	30.92	33.78	33.78	35.78	MERCED	TULARE (PARTIAL)
APP 3RD PERIOD	33.49	36.60	36.60	38.60	MONTEREY	TUOLUMNE (PARTIAL)
APP 4TH PERIOD	36.07	39.41	39.41	41.41	NEVADA (PARTIAL)	YUBA
APP 5TH PERIOD	43.80	47.86	47.86	49.86		YOLO

APPLICABLE FRINGES

	H&W		PENSION		TRAINING		OTHER		5-34		SUP DUES		OTHER		ANNUITY		CONTRACT ADMIN		INDUSTRY STABILIZATION		OTHER		PRESERV FUND		BUSINESS DEVELOPMENT		HEAVY & HWY COMMITTEE		TOTAL FRINGES	
	H&W	PENSION H & W	PENSION	AFFIRM ACTION	TRAINING	OTHER	UIOE NATIONAL TRAINING FND	VAC	VAC	VAC	VAC	VAC	VAC	VAC ADMIN FEE	VAC ADMIN FEE	ANNUITY	CONTRACT ADMIN	INDUSTRY STABILIZATION	OTHER	PRESERV FUND	BUSINESS DEVELOPMENT	HEAVY & HWY COMMITTEE	TOTAL FRINGES							
GROUP 1	10.84	2.54	10.78	1.12	1.12	0.05	4.47	1.40	0.03	1.00	0.04	0.06	0.06	0.06	1.00	0.04	0.06	0.06	0.11	0.12	0.17	0.17	0.12	0.12	0.12	0.17	0.17	32.73		
GROUP 2	10.84	2.54	10.78	1.12	1.12	0.05	4.47	1.40	0.03	1.00	0.04	0.06	0.06	0.06	1.00	0.04	0.06	0.06	0.11	0.12	0.17	0.17	0.12	0.12	0.12	0.17	0.17	32.73		
GROUP 3	10.84	2.54	10.78	1.12	1.12	0.05	4.47	1.40	0.03	1.00	0.04	0.06	0.06	0.06	1.00	0.04	0.06	0.06	0.11	0.12	0.17	0.17	0.12	0.12	0.12	0.17	0.17	32.73		
GROUP 4	10.84	2.54	10.78	1.12	1.12	0.05	4.47	1.40	0.03	1.00	0.04	0.06	0.06	0.06	1.00	0.04	0.06	0.06	0.11	0.12	0.17	0.17	0.12	0.12	0.12	0.17	0.17	32.73		
GROUP 5	10.84	2.54	10.78	1.12	1.12	0.05	4.47	1.40	0.03	1.00	0.04	0.06	0.06	0.06	1.00	0.04	0.06	0.06	0.11	0.12	0.17	0.17	0.12	0.12	0.12	0.17	0.17	32.73		
GROUP 6	10.84	2.54	10.78	1.12	1.12	0.05	4.47	1.40	0.03	1.00	0.04	0.06	0.06	0.06	1.00	0.04	0.06	0.06	0.11	0.12	0.17	0.17	0.12	0.12	0.12	0.17	0.17	32.73		
GROUP 7	10.84	2.54	10.78	1.12	1.12	0.05	4.47	1.40	0.03	1.00	0.04	0.06	0.06	0.06	1.00	0.04	0.06	0.06	0.11	0.12	0.17	0.17	0.12	0.12	0.12	0.17	0.17	32.73		
GROUP 8	10.84	2.54	10.78	1.12	1.12	0.05	4.47	1.40	0.03	1.00	0.04	0.06	0.06	0.06	1.00	0.04	0.06	0.06	0.11	0.12	0.17	0.17	0.12	0.12	0.12	0.17	0.17	32.73		
GROUP 8-A	10.84	2.54	10.78	1.12	1.12	0.05	4.47	1.40	0.03	1.00	0.04	0.06	0.06	0.06	1.00	0.04	0.06	0.06	0.11	0.12	0.17	0.17	0.12	0.12	0.12	0.17	0.17	32.73		
2931 - WORKING FOREMAN	10.84	2.54	10.78	1.12	1.12	0.05	4.47	1.40	0.03	1.00	0.04	0.06	0.06	0.06	1.00	0.04	0.06	0.06	0.11	0.12	0.17	0.17	0.12	0.12	0.12	0.17	0.17	32.73		
2921 - FOREMAN/SHIFTER	10.84	2.54	10.78	1.12	1.12	0.05	4.47	1.40	0.03	1.00	0.04	0.06	0.06	0.06	1.00	0.04	0.06	0.06	0.11	0.12	0.17	0.17	0.12	0.12	0.12	0.17	0.17	32.73		
APP 1ST PERIOD	10.84	2.54	9.18	2.12	2.12	0.05	3.97	1.40	0.03	1.00	0.04	0.06	0.06	0.06	1.00	0.04	0.06	0.06	0.11	0.12	0.17	0.17	0.12	0.12	0.12	0.17	0.17	31.63		
APP 2ND PERIOD	10.84	2.54	9.18	2.12	2.12	0.05	3.97	1.40	0.03	1.00	0.04	0.06	0.06	0.06	1.00	0.04	0.06	0.06	0.11	0.12	0.17	0.17	0.12	0.12	0.12	0.17	0.17	31.63		
APP 3RD PERIOD	10.84	2.54	9.18	2.12	2.12	0.05	3.97	1.40	0.03	1.00	0.04	0.06	0.06	0.06	1.00	0.04	0.06	0.06	0.11	0.12	0.17	0.17	0.12	0.12	0.12	0.17	0.17	31.63		
APP 4TH PERIOD	10.84	2.54	9.18	2.12	2.12	0.05	3.97	1.40	0.03	1.00	0.04	0.06	0.06	0.06	1.00	0.04	0.06	0.06	0.11	0.12	0.17	0.17	0.12	0.12	0.12	0.17	0.17	31.63		
APP 5TH PERIOD	10.84	2.54	9.18	2.12	2.12	0.05	3.97	1.40	0.03	1.00	0.04	0.06	0.06	0.06	1.00	0.04	0.06	0.06	0.11	0.12	0.17	0.17	0.12	0.12	0.12	0.17	0.17	31.63		

UNION WAGES & FRINGES FROM 06/27/22

OPERATORS:

TOTAL STRAIGHT TIME WAGES PER AREA - INCLUDING FRINGES

	TOTAL WAGES + FRINGES AREA 1	TOTAL WAGES + FRINGES AREA 2	SPECIAL SINGLE & SECOND SHIFT	SPECIAL SINGLE & SECOND SHIFT	TOTAL WAGES + FRINGES AREA 2
GROUP 1	88.65	90.65	93.98	95.98	95.98
GROUP 2	87.12	89.12	92.25	94.25	94.25
GROUP 3	85.64	87.64	90.59	92.59	92.59
GROUP 4	84.26	86.26	89.03	91.03	91.03
GROUP 5	82.99	84.99	87.61	89.61	89.61
GROUP 6	81.67	83.67	86.11	88.11	88.11
GROUP 7	80.53	82.53	84.83	86.83	86.83
GROUP 8	79.39	81.39	83.56	85.56	85.56
GROUP 8-A	77.18	79.18	81.05	83.05	83.05
2931 - WORKING FOREMAN	87.12	89.12	92.25	94.25	94.25
2921 - FOREMAN/SHIFTER	88.65	90.65	93.98	95.98	95.98
APP 1ST PERIOD	59.97	61.97	62.60	64.60	64.60
APP 2ND PERIOD	62.55	64.55	65.41	67.41	67.41
APP 3RD PERIOD	65.12	67.12	68.23	70.23	70.23
APP 4TH PERIOD	67.70	69.70	71.04	73.04	73.04
APP 5TH PERIOD	75.43	77.43	79.49	81.49	81.49

STRAIGHT TIME, OVERTIME AND DOUBLETIME WAGES PER AREA - EXCLUDING FRINGES

AREA 1 (EXCLUDES VAC/HOL)	ST	OT	DT	SPECIAL SINGLE + 2ND SHIFT ST	SPECIAL SINGLE + 2ND SHIFT OT	SPECIAL SINGLE + 2ND SHIFT DT	AREA 2 (EXCLUDES VAC/HOL)	ST	OT	DT	SPECIAL SINGLE + 2ND SHIFT ST	SPECIAL SINGLE + 2ND SHIFT OT	SPECIAL SINGLE + 2ND SHIFT DT
GROUP 1	55.92	83.88	111.84	61.25	91.88	122.50	GROUP 1	57.92	86.88	115.84	63.25	94.88	126.50
GROUP 2	54.39	81.59	108.78	59.52	89.28	119.04	GROUP 2	56.39	84.59	112.78	61.52	92.28	123.04
GROUP 3	52.91	79.37	105.82	57.86	86.79	115.72	GROUP 3	54.91	82.37	109.82	59.86	89.79	119.72
GROUP 4	51.53	77.30	103.06	56.30	84.45	112.60	GROUP 4	53.53	80.30	107.06	58.30	87.45	116.60
GROUP 5	50.26	75.39	100.52	54.88	82.32	109.76	GROUP 5	52.26	78.39	104.52	56.88	85.32	113.76
GROUP 6	48.94	73.41	97.88	53.38	80.07	106.76	GROUP 6	50.94	76.41	101.88	55.38	83.07	110.76
GROUP 7	47.80	71.70	95.60	52.10	78.15	104.20	GROUP 7	49.80	74.70	99.60	54.10	81.15	108.20
GROUP 8	46.66	69.99	93.32	50.83	76.25	101.66	GROUP 8	48.66	72.99	97.32	52.83	79.25	105.66
GROUP 8-A	44.45	66.68	88.90	48.32	72.48	96.64	GROUP 8-A	50.32	55.95	74.60	50.32	75.48	100.64
2931 - WORKING FOREMAN	54.39	81.59	108.78	59.52	89.28	119.04	2931 - WORKING FOREMAN	56.39	84.59	112.78	61.52	92.28	123.04
2921 - FOREMAN/SHIFTER	55.92	83.88	111.84	61.25	91.88	122.50	2921 - FOREMAN/SHIFTER	57.92	86.88	115.84	63.25	94.88	126.50
APP 1ST PERIOD	28.34	42.51	56.68	30.97	46.46	61.94	APP 1ST PERIOD	30.34	45.51	60.68	32.97	49.46	65.94
APP 2ND PERIOD	30.92	46.38	61.84	33.78	50.67	67.56	APP 2ND PERIOD	32.92	49.38	65.84	35.78	53.67	71.56
APP 3RD PERIOD	33.49	50.24	66.98	36.60	54.90	73.20	APP 3RD PERIOD	35.49	53.24	70.98	38.60	57.90	77.20
APP 4TH PERIOD	36.07	54.11	72.14	39.41	59.12	78.82	APP 4TH PERIOD	38.07	57.11	76.14	41.41	62.12	82.82
APP 5TH PERIOD	43.80	65.70	87.60	47.86	71.79	95.72	APP 5TH PERIOD	45.80	68.70	91.60	49.86	74.79	99.72

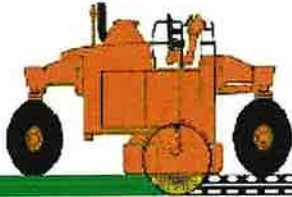
02/01/22 - 02/01/23
Liberty

	Class	Payroll	Base Rate	Premium
Iron or Steel Erection	5040	0	15.50	0
Plumbing < \$28/hour	5183	16,000	9.43	1,509
Plumbing > \$28/hour	5187	450,000	4.19	18,855
Concrete Work < \$28/hour	5201	20,000	11.79	2,358
Concrete Work > \$28/hour	5205	950,000	7.51	71,345
Carpentry < \$35/hour	5403	140,000	17.80	24,920
Carpentry > \$35/hour	5432	700,000	7.99	55,930
Street or Road work - Paving	5506	60,000	7.31	4,386
Street or Road work - Grading	5507	470,000	6.12	28,764
Construction Supervisors	5606	0	1.42	0
Steel Framing > \$35/hour	5632	0	17.80	0
Land Leveling < \$34/hour	6218	950,000	9.05	85,975
→ Grading Land > \$34/hour	6220	2,800,000	5.20	145,600
Permanent Yards	8227	100,000	6.37	6,370
Outside Sales	8742	800,000	0.59	4,720
Clerical	8810	280,000	0.37	1,036
Building Operation	9015	0	8.01	0

Workers Comp

= Hourly Pay
+ vacation
x 5.2 %

or \$5.2 per \$100 of Payroll



Quotation and Contract

GRIFFIN SOIL

248 Industrial Dr. Stockton CA 95206 CA Lic.# 791232

Phone: 925-862-2260 Operations: 925-862-2240 NV Lic# 0074577



PROJECT NAME: Parkway ES

TO: Ken

Lamon Construction

PROJECT LOCATION: Sacramento

Proposal #: DATE: 7/29/2022

PHONE: (530) 671-1370

53000

FROM: Dave Warren, dave@griffinsoil.com

FAX: (530) 671-7482

SCOPE OF WORK: Griffin Soil will furnish the material, spread and mix it into the soil, including initial compaction.

AREA	MATERIAL	SF	DEPTH	%	PRICE PER	AMOUNT
Playground	Quicklime	31,000	12	4.5	\$1.52	

MOVES one per item

EACH ADDITIONAL: CALL

PROJECT SCHEDULING

Operations direct line 925-862-2240
or Email allen@GriffinSoil.com

SPECIAL CONDITIONS:

Quote based on 1 spread day and 1 remix day.

W & K - 4.5 lbs/cf

"QUICK QUOTE" ... at www.GriffinSoilGroup.com

INCLUSIONS:

Quicklime Plus can often be substituted for Quicklime alone, check for pricing difference, if any.

NO SOIL WEIGHT EXCLUSION. DIR # 1000004572

Pricing valid for 4 months. A 2% discount can be applied to any amounts paid by the following 10th.

Quality control sheet. Mapping of utilities during job walk for mutual protection against damages.

STANDARD CONDITIONS:

All fees, including OCIP type, testing, permits, notifications, SWPPP, mix design or QC is not included.

General to provide project LAYOUT of the mixing zone and provide a suitable WATER source on-site.

General to provide ACCESS to work area, removal of FREEWATER and ROCK/DEBRIS over 4".

General to PULL soil or asphalt immediately after initial mix from utilities, curbs, corners, edges etc.

General to provide initial and finish GRADING and is therefore responsible for final section thickness.

General to provide any cure seal or surface maintenance and protection of treated soil.

General to pothole and is responsible for unpotholed, unmarked or mismarked underground obstructions.

6" of firm ground clearance required from bottom of mixing zone to the top of any utilities.

General to provide a location description and on-site paint for U.S.A. markings.

Pricing is based on straight time. Call for premium time rates.

These standard conditions are to be incorporated into subcontracts and take precedence over any conflicting terms.

PACIFIC NORTHWEST OIL

3310 E. MINER AVE
STOCKTON, CA 95205

8556 WEYAND AVE
SACRAMENTO, CA 95828

CALIFORNIA CONTRACTORS LICENSE # 705296

OFFICE
209-463-4762

DIR # 1000377635

FAX
209-463-2566

FABRIC QUOTATION # (31300)

BID DATE: 7/29/2022

COMPANY QUOTED: LAMON CONST **

CONTACT: JOHN Z

CONTRACT #:

JOB NAME: PARL ELEM SCHOOL

LOCATION: SACRAMENTO, CA

QUANTITY QUOTED (25000) SF

PRICE QUOTED \$.460/SF

TOTAL PRICE (\$11500) UNLESS STATED IN COMMENTS BELOW, TAX, FABRIC, OIL, AND LABOR IS INCLUDED IN PRICE QUOTED.

- THIS QUOTE IS BASED ON (1) DAY(S) ON THIS JOB, (8) HOURS PER DAY.
- OVERTIME AFTER (8) HOURS @ (\$250) PER HOUR.
- ADD OR DEDUCT DAY (\$4000) EACH DAY.

Comments: PRICE QUOTED IS PAVING FABRIC PER CALTRANS SECTION 96 & A PG GRADE BINDER

ITEMS NOT INCLUDED IN THIS QUOTATION:

EXCESS BINDER FOR TACK (ADD
\$3.50 PER GAL

DELIVERY CHARGE FOR OVER 25,000
SY OF FABRIC PER DAY

TRAFFIC CONTROL

WEEKEND CHARGE (ADD \$400 PER SHIFT)

SURFACE PREPARATION

RETENTION

** MATERIAL QUOTED IS PAVING FABRIC PER CALTRANS SECTION 96-1.02J UNLESS OTHERWISE STATED

**ALL IN-ROUTE CANCELATIONS WILL BE CHARGED AT OVERTIME RATE PORT TO PORT

** IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE THE MATERIAL QUOTED MEETS THE JOBS SPECIFICATIONS

**PACIFIC NORTHWEST OIL RESERVES THE RIGHT TO ADJUST THE QUOTED PRICE IF THE QUANTITY INSTALLED VARIES +/-15% FROM QUANTITY QUOTED REGARDLESS OF OWNER/AGENCY REQUIREMENT

QUOTATION VALID 30 DAYS. EMAIL ACCEPTED QUOTES TO:
estimating@pnwoil.com

CONTRACTOR: _____ JOB # _____ DATE: _____

Bell Marine Co., Inc.
P. O. Box 160086
Sacramento, CA 95816

Invoice

Date
7/26/2022

Invoice #
22027

Bill To
Lamon Construction Co., Inc. P. O. Box 632 Yuba City, CA 95991

Ship To
4720 FOREST PKWY PO: 22-0180 22-0180 M

P.O. Number	Project	Terms
22-0180	Net 30	

Tag Date	Tag Number	Description	Quantity	Price Each	Amount
7/26/2022	288636	3/4" Class II Base Rock	20.45	15.00	306.75T
	288643	3/4" Class II Base Rock	22.63	15.00	339.45T
	288648	3/4" Class II Base Rock	21.96	15.00	329.40T
	288654	3/4" Class II Base Rock	22.51	15.00	337.65T
	288659	3/4" Class II Base Rock	20.64	15.00	309.60T
	288664	3/4" Class II Base Rock	21.96	15.00	329.40T
	288669	3/4" Class II Base Rock	21.49	15.00	322.35T
	288679	3/4" Class II Base Rock	20.72	15.00	310.80T

Phone #	Fax #
916-442-9089	916-442-2160

Sales Tax (8.75%)	\$226.22
Balance Due	\$2,811.62

Thank you for your business.



WEST COAST WATER & TRUCKING, INC.

3941 PARK DR SUITE #20-231
EL DORADO HILLS CA 95762
Office: 916-358-8697 Fax: 916-358-8699
Lic#: CA#0392094

INVOICE: 202207-96

Date: 07/25/2022

LAMON CONSTRUCTION
871 VON GELDERN WAY
YUBA CITY CA 95991

JUL 20
22-0180
\$

Job Name: **PARKWAY ELEMENTARY SCHO**
Job No: **22-0180**
Job PO No:
Destination: **4720 FOREST PRKWY, SACRAM**

Date	Ft Bill	Description	Truck PO #	Truck Type	Qty	Rate	Amount
07/11/22	128407	PARKWAY ELEMENTARY SCHOOL		SD	9.70	125.00	1,212.50
		FUEL SURCHARGE		SD	9.70	15.94	154.62

Amount: **1,367.12**

140.94

Item	Qty	Amount
HOURS	9.70	1,212.50
FUEL SURCHARGE		154.62

Please Pay This Amount: 1,367.12

*** THANK YOU FOR YOUR BUSINESS! ***

Payment Terms: Charges for Trucking Services Net 30 Days. Charges for Material Net 15 Days.
Unpaid balance is subject to 2% service charge per month and any and all cost of collections.

07/25/22



Sales Quote

Remit to: P.O. Box 1290, Salem, IL 62881
 800-687-5768 • 480-962-5289 • www.pwathletic.com

Bill To:
 Lamon Construction Co., Inc.
 Jacob Gildea
 871 Von Geldren Way

Ship To:
 Parkway ES
 Jacob Gildea
 871 Von Geldren Way

Quote #: 17501
Quote Date: 07/29/2022
Quote Expires: 08/28/2022
Quoted By: Allan Shackleton
Sales Manager: Allan Shackleton
Customer Ref.: Parkway ES

Yuba City CA 95991
Phone: 530/329-4618 **Ext.:**
Fax: 530/671-1370

Yuba City CA 95991
Phone: 530/329-4618 **Ext.:**
Fax: 530/671-1370

Quantity	Description	Unit Price	Ext. Price
2	Tetherball Model: LA-TBPCB (2221-10) - Tetherball 1 piece Post with Chain, Snap & Ball	\$329.00	\$658.00
2	Pickleball Standard Posts Model: LA-PBP3-BG (2202-11P) - 3-1/2" OD Pickleball w/ Net Tightener, Color=510 Black	\$1,120.00	\$2,240.00
4	Ground Sleeves for Posts Model: LA-8303-18-1N (8303-18-1N) - Single Ground Sleeve for 3-1/2" O.D. x 18" with Neoprene Cap, Post Shape=Round, Post Size=3-1/2", Length=18", Sleeve Cap=Neoprene	\$213.00	\$852.00
2	Pickleball Nets Model: LA-PB-NC (8354) - Pickleball Net 36" x 21'9" w/ cable thru top binding, Net Height=36", Net Width=21'9"	\$280.00	\$560.00

Subtotal: \$4,310.00
Sales Tax: \$312.48
Estimated Freight: \$865.00

Total: \$5,487.48

Accepted by: _____ **Date:** _____

Notes:

Estimated freight shown is good for 30 days from origin date. We strive to ship for the estimated freight shown, but due to large rate hikes, we must pass on actual freight costs at time of shipment.

Estimated shipping cost is to a commercial address as zoned by the shipping companies we use. Deliveries to Residential Addresses, School, Military Bases, Construction Sites, Prisons, Nuclear Plants, Mines, Oil and Gas Fields, Summer Camps, Other areas with limited access such as Apartments, Self Storage Facilities, Amusement Parks, Strip Malls, County Clubs, Social Clubs, Churches, Nursing Homes, Restaurants, Marinas and Farms result in additional charges. Lift gate deliveries and inside deliveries also result in additional fees.

Quotes are valid for 30 days. Any changes in specifications may result in additional charges. Freight and tax shown are an estimate only and subject to change upon shipment.



PROPOSAL REQUEST

CALIFORNIA DESIGN WEST ARCHITECTS INC.

2100 19TH STREET | SACRAMENTO CA 95818 | 916.446.2466 | WWW.CA-DW.COM

PROJECT:
Parkway ES – Play Structure and Paving Repairs
DSA App # 02-120106; DSA File # 34-53

PROPOSAL REQUEST NO.: 01

DATE OF ISSUANCE: 07/20/22

OWNER:
SCUSD
5735 47th Avenue
Sacramento, CA 95824

CM:
ICS, Inc.
5433 El Camino Ave # 2
Carmichael, CA 95608

CONTRACTOR:
Lamon Construction Co., Inc.
871 Von Geldern Way
Yuba City, CA 95991

PLEASE SUBMIT AN ITEMIZED QUOTATION FOR CHANGES IN THE CONTRACT SUM AND/OR TIME INCIDENTAL TO PROPOSED MODIFICATIONS TO THE CONTRACT DOCUMENTS DESCRIBED HEREIN. THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

UNSUITABLE SOILS AND PLAYGROUND EQUIPMENT

Contractor to provide pricing for the following:

1. Lime Treat: Provide separate pricing to lime-treat two areas as indicated below to mitigate unstable soils as recommended by the soils engineer. Contractor shall lime-treat the near surface subgrade soils to mitigate the effects of the wet soil and increase the subgrade strength. A typical chemical-treatment would include approximately 4½ pounds per square foot of high-calcium or dolomitic quicklime mixed into the upper 12 inches of subgrade soils. Subgrade soils shall be cured for at least 3 days after lime-treatment, grading, and compaction (min 90% R.C.) before operations are completed. Contractor shall then place 2 ½ inches AC over 4 inches AB at 95% R.C.

Area A only.

A. Area A, as shown on attached PR01-A1.

~~B. Area B, as shown on attached PR01-A1.~~

2. Tetherball: Existing equipment to be removed. Replacement to be either of the following. If lead time is too extensive for manufactured equipment (item A below), provide pricing for item B alternate; site-built posts.

- A. Provide pricing to procure and install Porter Athletic, Model 00763-200 tetherball equipment (2-3/8" O.D. Tetherball post, including upright, 5/16" x 3" eyebolt, 5/16" hex nut, and pipe cap. Extends 10'-0" above court, and extends 9" into 2'-6" deep x 1'-6" dia. concrete footing, as directed by manufacture. Includes official heavy-duty tetherball and cord. Yellow Caution Band to be painted on new athletic equipment poles from 2'-0" AFF to 5'-0" AFF, or as noted by the District. Manufacturer's cut sheet attached.

- B. Alternate manufacture or site-built posts, to meet all requirements listed in item A above as approved by the district.
3. Pickleball Posts: Existing equipment to be removed. Replacement to be either of the following. If lead time is too extensive for manufactured equipment (item A below), provide pricing for item B alternate, site-built posts.
- A. Provide pricing to procure and install (Basis of Design) Wilson Pickleball Net Posts, Model 241W. Steel, 50" overall height, 2-3/8" O.D., wall thickness of 1/8", includes green or black 24" PVC sleeves, with external wind with deluxe heavy duty steel assembly with non-removable handle; J Clips included for regulation height requirements; to be installed in ground sleeves for removability; footings should be a minimum of 2'-6" below the surface. Ensure posts will rest no higher than 1" above the net cord, at a height of about 3' above the court surface. Provide compatible brass screw caps for top of ground sleeves for protection when posts removed.
 - B. Alternate manufacture or site-built posts to meet requirements listed in item A above as approved by the district. Post to be installed permanent, without removable sleeves or screw caps.

ATTACHMENTS:

PR01-A1, Porter Model 00763-200 Cut Sheet.

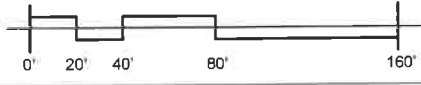
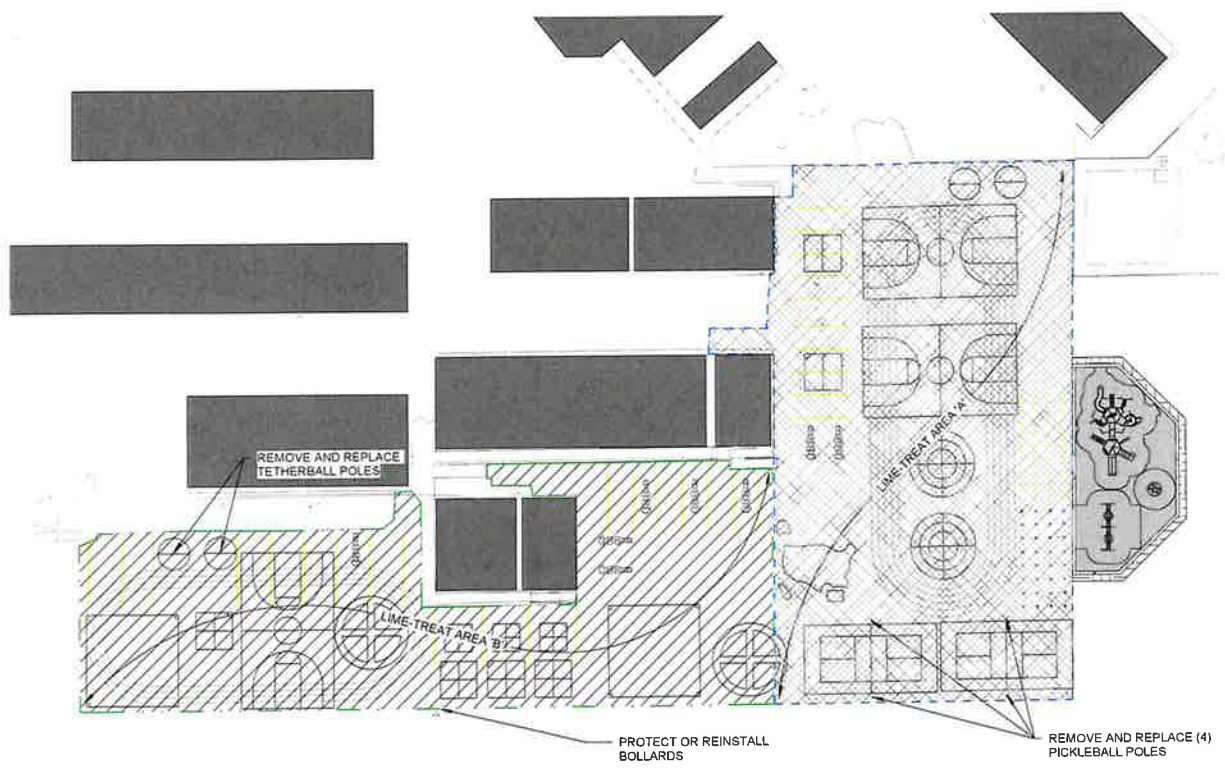
REQUESTED BY:



Signature

Shane Trump

Name



 CALIFORNIA DESIGN WEST ARCHITECTS INC. 2100 19TH STREET SACRAMENTO CA 95818 PHONE (916) 445-2455 FAX (916) 445-5113	PLAY STRUCTURE & PAVING REPAIRS		UNIT	SHT	OF
	SACRAMENTO CITY JUNIATA SCHOOL DISTRICT		NO.	DATE	
	DSA FILE NO.		BY	DATE	
	DSA APPL. NO.		BY	DATE	
	OPSC APPL. NO.		BY	DATE	
				PR01-A1	

00763-X00 TETHERBALL POST

Porter

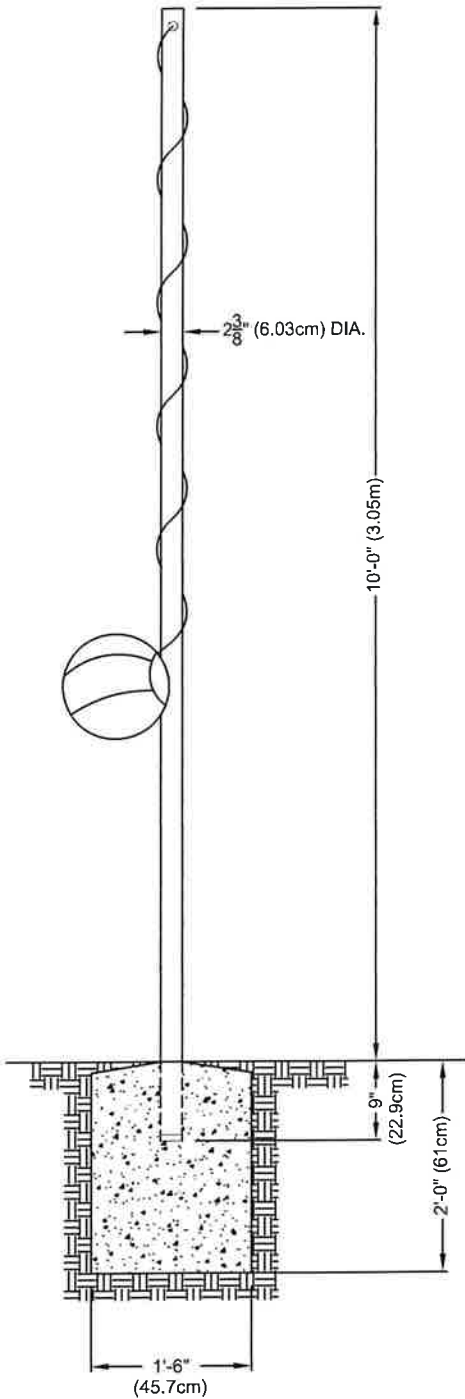
WWW.PORTERATHLETIC.COM/FACILITY

TETHERBALL SPECIFICATION SHEET

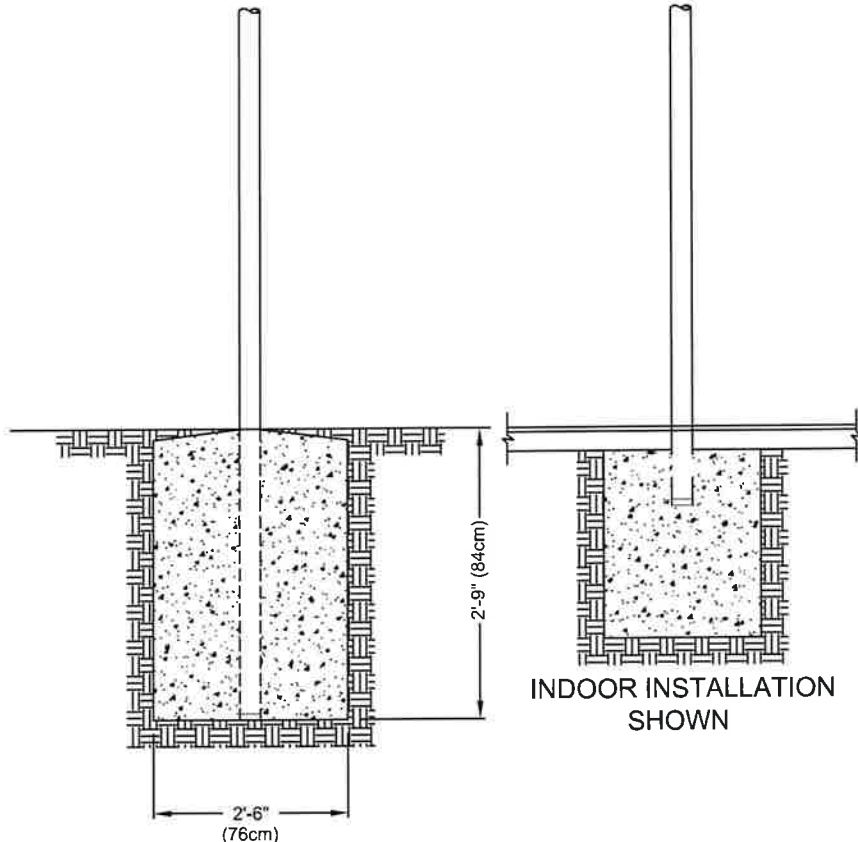
V-763

PARTS LIST - No. 00763-000		
No.	QTY.	DESCRIPTION
1	1	UPRT 00028 0G0 TETHERBALL UPRIGHT
2	1	HDWE 07003 0E0 EYE-BOLT - 5/16" x 3"
3	1	HDWE 03001 0E0 5/16" HEX NUT
4	1	PCAP 00010 0E0 PIPE CAP

- _____ - 00763-000 2-3/8" O.D. TETHERBALL POST
- _____ - 00763-100 OFFICIAL HEAVY-DUTY TETHERBALL
- _____ - 00763-200 (SET) 2-3/8" O.D. TETHERBALL POST WITH OFFICIAL HEAVY-DUTY TETHERBALL
- _____ - 00763-600 (SET) 2-3/8" O.D. TETHERBALL POST (2' EXTENDED) WITH OFFICIAL HEAVY-DUTY TETHERBALL
- See G-770 - 00770-100 INDOOR FLOOR SLEEVE WITH CHROME COVER
- See G-770 - 00770-200 INDOOR FLOOR SLEEVE WITH BRASS COVER
- See G-772 - 00772-100 INDOOR FLOOR SLEEVE FOR EXISTING FLOOR WITH CHROME COVER
- See G-772 - 00772-200 INDOOR FLOOR SLEEVE FOR EXISTING FLOOR WITH BRASS COVER
- See R-402 - 00402-000 OUTDOOR GROUND SLEEVE WITH COVER



OUTDOOR INSTALLATION
No. 00763-200 SHOWN



OUTDOOR INSTALLATION
WITH 2' EXTENDED POLE
No. 00763-600 SHOWN

porter[®]

888-277-7778 PORTER@PORTERATHLETIC.COM
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PROJECT NUMBER _____

PROJECT NAME _____

8/10/2021

00763-X00 TETHERBALL POST

SPECIFICATIONS

PORTER No. 00763-000 INDOOR/OUTDOOR SLEEVE TYPE TETHERBALL POST

Tetherball post shall be 2-3/8" O.D. tube extending 10'-0" above court and extending 9" into optional floor or ground sleeves for either indoor or outdoor use. (Specify sleeve requirements.) Post shall be finished in a durable galvanized finish.

For use with Porter No. 00770-100/-200 or 00772-100/-200 sleeves (indoor), or No. 00402-000 sleeve (outdoor) - Specify.

PORTER No. 00763-200 INDOOR/OUTDOOR SLEEVE TYPE TETHERBALL POST WITH CORD AND BALL

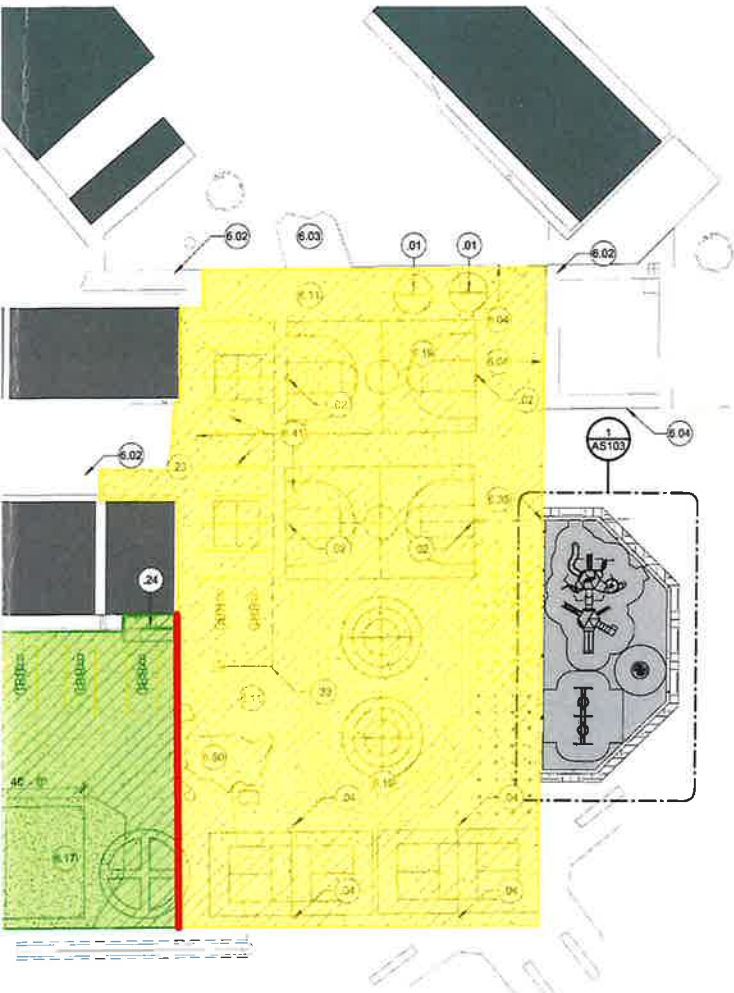
Same specification as above with the addition of an official heavy-duty tetherball and cord.

PORTER No. 00763-600 OUTDOOR SLEEVE TYPE TETHERBALL 2' EXTENDED POST WITH CORD AND BALL

Same specification as above with a 2' longer extended post.

OPTIONAL ITEMS TO SPECIFY

- See Page No. G-770 for specifications on Porter No. 00770-100 and 00770-200 Indoor Floor Sleeves (Each).
- See Page No. G-772 for specifications on Porter No. 00772-100 and 00772-200 Indoor Floor Sleeves (Each).
- See Page No. R-402 for specifications on Porter No. 00402-000 Outdoor Ground Sleeve (Each).



Subgrade - Area A - 30,925 SF



- 6.17 PATCH BACK AC PAVING. REFER TO CIVIL.
- 6.19 NEW STRIPING AS INDICATED, TYP. CONTRACTOR TO PROVIDE STRIPING PLAN SUBMITTAL FOR REVIEW PRIOR TO PERFORMING WORK.
- 6.35 ALIGN
- 6.41 PROTECT (E) UTILITY BOX TO REMAIN. NEW PAVING TO BE FLUSH WITH TOP OF UTILITY BOX. ADJUST BOX ELEVATION AS REQUIRED. TYPICAL.
- 6.50 CUTSOM US MAP STRIPING APPROXIMATELY 36' WIDE.
- 6.52 PROVIDE NEW BASKETBALL POLE / BACKSTOP ASSEMBLY PER DETAIL 05/GS502.

IDENTIFICATION STAMP
 DIV. OF THE STATE ARCHITECT
 APP: 02-120106 INC.
 REVIEWED FOR
 SS FLS ACS
 DATE: 04/15/2022



CALIFORNIA DESIGN WEST ARCHITECTS, Inc.

2100 19th Street
 Sacramento, CA 95818

Phone: (916) 446-2466
 Fax: (916) 446-5118
 Web Page: ca-dw.com

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 Copyright California Design West Architects, Inc.

ARCHITECT: CONSULTANT:



PROJECT NAME
**PARKWAY
 ELEMENTARY SCHOOL**

4720 FOREST PARKWAY
 SACRAMENTO, CA 95823

**PLAY STRUCTURE &
 PAVING REPAIRS**

SACRAMENTO CITY UNIFIED
 SCHOOL DISTRICT

5735 47th Avenue
 Sacramento CA, 95824
 SACRAMENTO COUNTY

KEY PLAN



SHEET TITLE
**OVERALL
 ARCHITECTURAL SITE
 PLAN**

JOB NUMBER: -	SHEET NUMBER: AS101
DATE: MAR 30, 2022	
REVISION:	

LAMON CONSTRUCTION CO., INC

871 VON GELDERN WAY
YUBA CITY, CA 95991
Ph : 530-671-1370

Change Request

To: SAC CITY UNIFIED SCHOOL DIST.
5735 47TH AVENUE
SACRAMENTO, CA 95824

Number: 4
Date: 7/29/2022
Job: 22-0180 Parkway E.S Sac City
Phone:

Description: Deduct Contract Allowance

We are pleased to offer the following specifications and pricing to make the following changes:

The total direct cost to perform this work is	\$-35,000.00
(Please refer to attached sheet for details.)	
	Total: \$-35,000.00

If you have any questions, please contact me at 530-671-1370.

Submitted by: KEN NORTON
LAMON CONSTRUCTION

Approved by: _____
Date: _____

LAMON CONSTRUCTION CO., INC.

871 VON GELDERN WAY

YUBA CITY, CA 95991

Ph : 530-671-1370

Change Order

Project:

22-0180 Parkway E.S Sac City
4720 Forest Parkway
Sacramento, CA 95823

Change Order: 2

Date: 8/31/2022

Architect's Project:

Contract Date:

Contract For:

To Contractor:

LAMON CONSTRUCTION CO., INC.
871 VON GELDERN WAY
YUBA CITY, CA 95991

The Contract is changed as follows:

Repair Wet Soils at West Side of Main Playground

5 Repair Wet Soil West Side of Main Playground	\$40,000.00
6 Deduct Water Line Scope	\$-20,000.00
7 Deduct Landscape Scope	\$-10,000.00
Total:	\$10,000.00

The original Contract Amount was	\$1,346,000.00
Net change by previously authorized Change Orders	\$0.00
The Contract Amount prior to this Change Order was	\$1,346,000.00
The Contract will be increased by this Change Order in the amount of	\$10,000.00
The new Contract Amount including this Change Order will be	\$1,356,000.00

The date of Substantial Completion as of the date of this Change Order therefore is

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACT AND OWNER.

ARCHITECT	LAMON CONSTRUCTION CO., INC. CONTRACTOR 871 VON GELDERN WAY YUBA CITY, CA 95991	OWNER
(Signature)	(Signature)	(Signature)
By	By	By
Date	Date	Date

8/31/2022

Repair Wet Soil West Side of Main Playground						
Quantity Calculations						
	Area (sf)	AC Sec	AB Sec	AC (Tons)	AB (Tons)	
1	0.00	0.00	0.00	0.00	0.00	0.00
2	0.00	0.00	0.00	0.00	0.00	0.00
3	0.00	0.00	0.00	0.00	0.00	0.00
4	0.00	0.00	0.00	0.00	0.00	0.00
5	0.00	0.00	0.00	0.00	0.00	0.00
Total AC Quantity				0.00		0.00
Total AB Quantity						0.00

Labor	Men	Hr/Day	MH	Cost/MH	Cost
1 Forman	1.00	8.00	8.00	\$ 121.00	\$ 968.00
2 Operator Area 1	1.00	8.00	8.00	\$ 108.00	\$ 864.00
3 Laborers	1.00	8.00	8.00	\$ 82.00	\$ 656.00
4 Forman Overtime	1.00	6.00	6.00	\$ 145.00	\$ 870.00
5 Operator Area 1 OT	4.00	6.00	24.00	\$ 136.00	\$ 3,264.00
6 Laborers OT	4.00	6.00	24.00	\$ 102.00	\$ 2,448.00
7 None	0.00	0.00	0.00	\$ -	\$ -
8 None	0.00	0.00	0.00	\$ -	\$ -
9 None	0.00	0.00	0.00	\$ -	\$ -
10 None	0.00	0.00	0.00	\$ -	\$ -
Total Labor Cost, per day					\$ 9,070.00
DAYS					0.00
Total Labor Cost					\$ -

Equipment	Count	Cost/Day	Cost
1 Lg Track Loader	2.00	\$ 300.00	\$ 600.00
2 Skippy	2.00	\$ 350.00	\$ 700.00
3 1055 Asphalt Paving Machine	0.50	\$ 1,500.00	\$ 750.00
4 Sm Dbl Smooth Drum Roller	2.00	\$ 250.00	\$ 500.00
5 Oil Pot	0.50	\$ 400.00	\$ 200.00
6 1 & 1/2 Ton Work Truck	4.00	\$ 200.00	\$ 800.00
7 None	0.00	\$ -	\$ -
8 None	0.00	\$ -	\$ -
9 None	0.00	\$ -	\$ -
10 None	0.00	\$ -	\$ -
Total Equip. Cost, per day			\$ 3,550.00
DAYS			1.00
Total Equipment Cost			\$ 3,550.00

Material Costs	Notes	U/M	Unit	Cost/Unit	Total Cost
1 None		-	160.00	\$ 15.00	\$ 2,400.00
2 Asphalt		-	126.00	\$ 84.00	\$ 10,584.00
3 None		-	0.00	\$ -	\$ -
4 None		-	0.00	\$ -	\$ -
5 None		-	0.00	\$ -	\$ -
Subtotal Material Costs					\$ 12,984.00

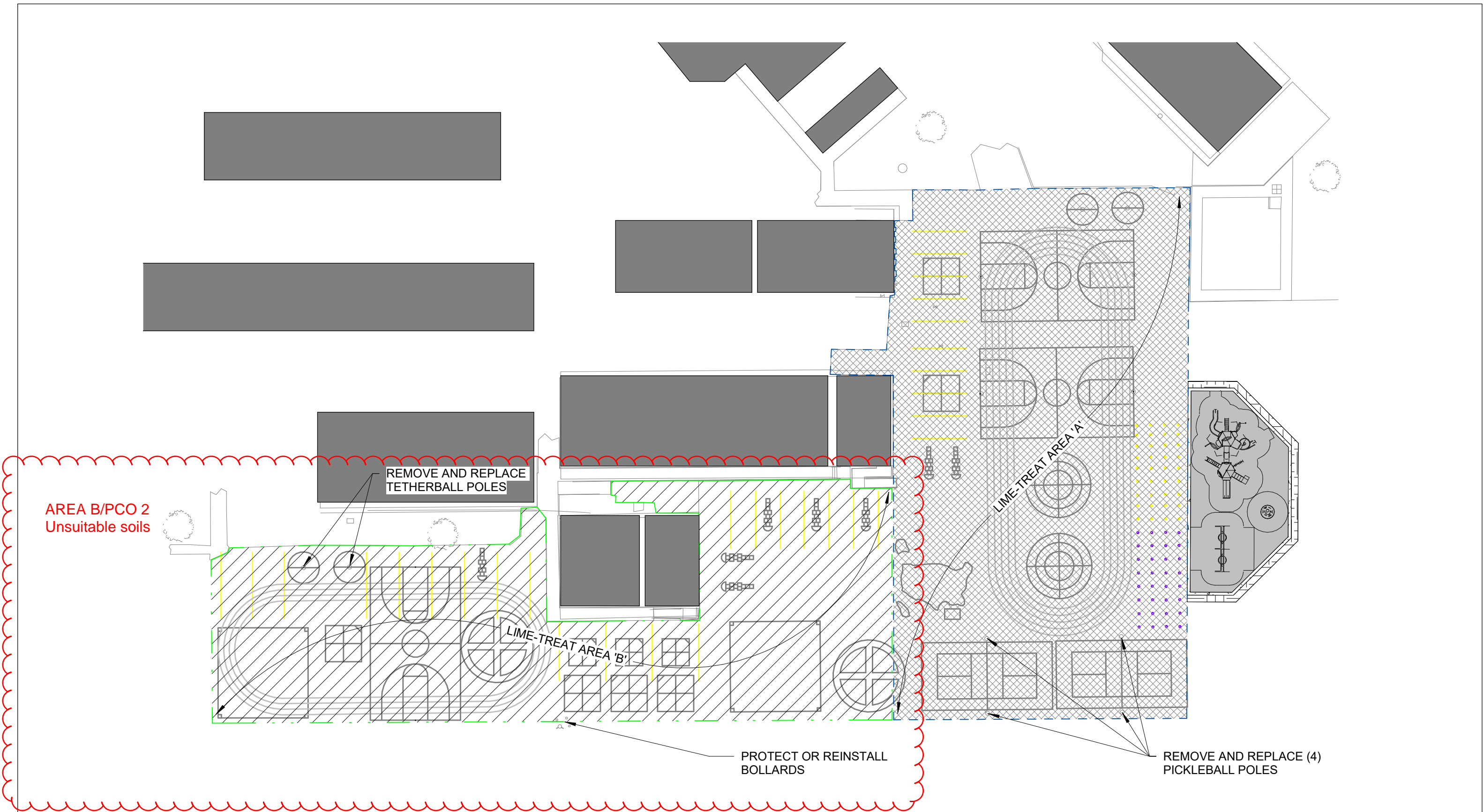
Trucking Costs	Notes	U/M	Unit	Cost/Unit	Total Cost
1 Base Trucking		hr	17.00	\$ 145.00	\$ 2,465.00
2 Demo Trucking		hr	20.00	\$ 145.00	\$ 2,900.00
3 AC Trucking		-	20.00	\$ 145.00	\$ 2,900.00
			57.00		
Subtotal Trucking Costs					\$ 8,265.00
Subtotal Material Costs					\$ 12,984.00
Sales Tax (Only on Materials)					\$ 1,103.64
Total Trucking/Material/Tax Cost					\$ 22,352.64

Misc. Materials / Cost	Notes	U/M	Unit	Cost/Ct	Cost
1 None	Lime	ea	1.00	\$ 4,200.00	\$ 4,200.00
2 None	Paving Foreman	HR	6.00	\$ 142.17	\$ 853.02
3 None	Paving Operator	hr	24.00	\$ 139.40	\$ 3,345.60
4 None	Paving Labor	hr	24.00	\$ 96.37	\$ 2,312.88
5 None	Grading Foreman	HR	24.00	\$ 108.31	\$ 2,599.44
6 None	Grading Operator	HR	24.00	\$ 105.98	\$ 2,543.52
7 None	Grading Labor	HR	24.00	\$ 75.68	\$ 1,816.32
8 None	Lowbed	HR	4.00	\$ 160.00	\$ 640.00
9 None		-	0.00	\$ -	\$ -
10 None		-	0.00	\$ -	\$ -
Total Misc Materials Cost					\$ 18,310.78

Sheet Summary	
Material/Trucking Costs	\$ 22,352.64
Labor Cost	\$ -
Equipment Cost	\$ 3,550.00
Misc Materials Cost	\$ 18,310.78
SUBTOTAL	\$ 44,213.42
Markup (This Sheet Only)	\$ 4,421.34
TOTAL COST (This Sheet)	\$ 48,634.76

Cost/SF	SF	0	\$	48,634.76	#DIV/0!
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\$ 40,000



AREA B/PCO 2
Unsuitable soils

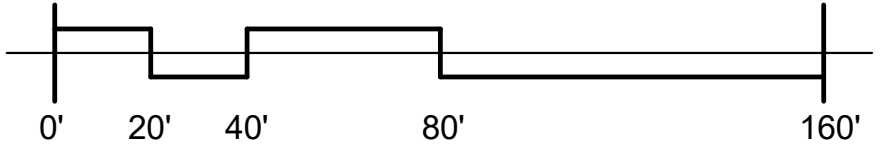
REMOVE AND REPLACE
TETHERBALL POLES

LIME-TREAT AREA 'B'

LIME-TREAT AREA 'A'

PROTECT OR REINSTALL
BOLLARDS

REMOVE AND REPLACE (4)
PICKLEBALL POLES



CALIFORNIA DESIGN WEST ARCHITECTS INC.
2100 19TH STREET, SACRAMENTO, CA 95818
PHONE: (916) 446-2466 FAX: (916) 446-5118

**PLAY STRUCTURE & PAVING
REPAIRS**

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

DSA FILE NO:

DSA APPL. NO:

OPSC APPL. NO:

UNIT: SHT. OF
SHTS.

JOB NO. DATE:
- JULY 20, 2022

DRAWN BY DRAWING NO:

PR01-A1



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1b

Meeting Date: April 13, 2023

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 April 13, 2023
2. Classified Personnel Transactions Dated April 13, 2023

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Ed.D, Chief Human Resources Officer

Approved by: Jorge A Aguilar, Superintendent

Attachment 1: CERTIFICATED 4/13/2023

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
FRANK	SHANNETT	0	Teacher, Middle School	ALBERT EINSTEIN MIDDLE SCHOOL	3/7/2023	6/30/2023	EMPLOY PROB 3/7/23
HADLEY	BENJAMIN	0	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	3/6/2023	6/30/2023	EMPLOY PROB 3/6/23
HARRIS	RYAN	0	Teacher, High School	THE MET	2/15/2023	6/30/2023	AMEND EMPLOY TC 2/15/23
MARSANGO	MATTHEW	B	Teacher, Middle School	ALBERT EINSTEIN MIDDLE SCHOOL	2/27/2023	6/30/2023	EMPLOY PROB 2/27/23
SPEARS	BRIAN	B	Assistant Principal, High Sch	JOHN F. KENNEDY HIGH SCHOOL	2/21/2023	6/30/2023	EMPLOY PROB 2/21/23
VILLELA	ENRIQUE	0	Teacher, High School	ROSEMONT HIGH SCHOOL	3/1/2023	6/30/2023	EMPLOY PROB 3/1/23
VOLOSHIN	DMITRY	0	Teacher, Middle School	CALIFORNIA MIDDLE SCHOOL	3/17/2023	6/30/2023	EMPLOY PROB 3/17/23
WILKINS	MALERIE	0	Teacher, Elementary	CESAR CHAVEZ INTERMEDIATE	3/6/2023	6/30/2023	EMPLOY PROB 3/6/23
LEAVES							
ATIENZA	TESSA	A	Teacher, Elementary	JOHN D SLOAT BASIC ELEMENTARY	3/12/2023	6/30/2023	LOA (PD) FMLA/CFRA 3/12-6/30/23
AYALA	REBECCA	A	Teacher, Spec Ed	PARKWAY ELEMENTARY SCHOOL	4/24/2023	6/30/2023	LOA (PD) 4/24-6/30/23
CARSON	ANGELLE	B	Coord. Child Devl Programs	EARLY LEARNING & CARE PROGRAMS	3/28/2023	6/30/2023	RTN LOA 3/28/23
GUTIERREZ GONZALEZ	GABRIEL	A	Teacher, Middle School	FERN BACON MIDDLE SCHOOL	3/4/2023	6/30/2023	RTN LOA (PD) FMLA/CFRA 3/4/23
HOFF	KYLE	0	Teacher, Middle School	FERN BACON MIDDLE SCHOOL	3/20/2023	6/30/2023	ADMIN LOA (PD) 3/20/23
HOLMES	SAMANTHA	A	Principal, Elementary School	JOHN CABRILLO ELEMENTARY	3/8/2023	6/30/2023	RNT LOA (PD) FMLA/CFRA 3/8/23
JARQUIN	AMALIA	B	Teacher, Elementary	EDWARD KEMBLE ELEMENTARY	3/8/2023	4/7/2023	EXT LOA (PD) FMLA/CFRA 3/8-4/7/23
KULBIDYUK	TAISIYA	A	School Psychologist	SPECIAL EDUCATION DEPARTMENT	3/4/2023	6/30/2023	EXT LOA (PD) 3/4/23-6/30/23
LEE	DONALD	A	Teacher, High School	JOHN F. KENNEDY HIGH SCHOOL	3/18/2023	6/30/2023	RNT LOA (PD) 3/18/23
LEE	SARAH	A	Teacher, Elementary	GOLDEN EMPIRE ELEMENTARY	3/23/2023	6/1/2023	LOA (PD) 3/23-6/1/23
LIVNY	SHARON	A	Teacher, High School	CAPITAL CITY SCHOOL	4/10/2023	6/16/2023	LOA (PD) FMLA/CFRA 4/10-6/16/23
LOR	YONG	A	Teacher, Middle School	ALBERT EINSTEIN MIDDLE SCHOOL	3/9/2023	6/9/2023	LOA (PD) FMLA/CFRA 3/9-6/9/23
LOR	YONG	A	Teacher, Middle School	ALBERT EINSTEIN MIDDLE SCHOOL	6/10/2023	6/30/2023	LOA (PD) 6/10-6/30/23
MACGUIDWIN	ANTONINA	A	Teacher, Elementary	OAK RIDGE ELEMENTARY SCHOOL	3/1/2023	5/29/2023	LOA (PD) FMLA/CFRA 3/1-5/29/23
MACK	JARRAMIAH	A	Teacher, Elementary Spec Subj	EARL WARREN ELEMENTARY SCHOOL	2/23/2023	5/17/2023	LOA (PD) FMLA/CFRA 2/23-5/17/23
MARTINEZ	KELLY	A	Teacher, High School	ROSEMONT HIGH SCHOOL	3/13/2023	3/31/2023	LOA (PD) 3/13-3/31/23
MCCAFFREY	GEOFFREY	A	Teacher, Middle School	WILL C. WOOD MIDDLE SCHOOL	2/20/2023	4/1/2023	LOA (PD) FMLA/CFRA 2/20-4/1/23
MEEK	ADAM	A	Teacher, Resource, Special Ed.	NEW TECH	3/8/2023	3/26/2023	ADMIN LOA (PD) 3/8/23
MEEK	ADAM	A	Teacher, Resource, Special Ed.	NEW TECH	3/27/2023	6/30/2023	RTN ADMIN LOA (PD) 3/27/23
MIRAMONTES	ALYSSA	C	Lang. Speech & Hearing SpecIst	SPECIAL EDUCATION DEPARTMENT	4/29/2023	6/30/2023	LOA (PD) 4/29-6/30/23
MOUA-YANG	MAI	A	Counselor, Middle School	WILL C. WOOD MIDDLE SCHOOL	2/10/2023	3/19/2023	LOA (PD) FMLA/CFRA 2/10-3/19/23
MOUA-YANG	MAI	A	Counselor, Middle School	WILL C. WOOD MIDDLE SCHOOL	3/20/2023	6/30/2023	RNT LOA (PD) FMLA/CFRA 3/20/23
NOGUCHI	MARISA	A	Teacher, Middle School	SUTTER MIDDLE SCHOOL	4/10/2023	5/19/2023	LOA (PD) 4/10/23
PEREZ	ALEJANDRA	A	Teacher, Elementary Spec Subj	CESAR CHAVEZ INTERMEDIATE	3/22/2023	6/30/2023	RTN LOA 3/22/23
PREDKO	JEREMY	A	Assistant Principal, High Sch	ROSEMONT HIGH SCHOOL	1/18/2023	3/21/2023	RTN LOA (PD) 1/18/23
RANZIERI	CARLENE	A	Teacher, Child Development	EARLY LEARNING & CARE PROGRAMS	2/24/2023	6/30/2023	LOA (PD) 2/24-6/30/23
RIBET	GEORGE	A	Teacher, Elementary	PONY EXPRESS ELEMENTARY SCHOOL	3/4/2023	6/10/2023	LOA (PD) 3/4-6/10/23
ROBERTS	STEVEN	A	Teacher, Elementary	WOODBINE ELEMENTARY SCHOOL	3/9/2023	6/8/2023	LOA (PD) FMLA/CFRA 3/9-6/8/23
ROBERTS	STEVEN	A	Teacher, Elementary	WOODBINE ELEMENTARY SCHOOL	6/9/2023	6/30/2023	LOA (PD) 6/9/23
ROMERO	MITZIE	A	Teacher, High School	JOHN F. KENNEDY HIGH SCHOOL	3/1/2023	6/30/2023	LOA (UNPD) 3/1-4/20/23
SANCHEZ	HEIDII	A	Teacher, Spec Ed	CAPITAL CITY SCHOOL	11/29/2022	1/9/2023	AMEND LOA (PD) 11/29/22
SANCHEZ	HEIDII	A	Teacher, Spec Ed	THEODORE JUDAH ELEMENTARY	3/2/2023	6/30/2023	RTN ADMIN LOA (PD) 3/2/23
SCHMITT	FRANCOISE	A	Teacher, Elementary	PHOEBE A HEARST BASIC ELEM.	1/23/2023	4/23/2023	LOA (PD) FMLA/CFRA 1/23-4/23/23
SMITH	TONY	B	Teacher, High School	WEST CAMPUS	2/23/2023	5/23/2023	LOA (PD) 2/23-5/23/23
VANG	PATRICK	A	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	2/26/2023	5/26/2023	LOA (PD) FMLA/CFRA 2/26-5/26/23
VANVELZEN	LOUIS	A	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	3/3/2023	6/30/2023	ADMIN LOA (PD) 3/3/23
VO	CINDY	A	Teacher, Elementary	ELDER CREEK ELEMENTARY SCHOOL	3/3/2023	6/30/2023	RTN LOA (PD) FMLA/CFRA 3/3/23
WILSON	MARIA-NGA	A	Teacher, Elementary	ETHEL I. BAKER ELEMENTARY	3/2/2023	3/6/2023	EXT LOA (PD) FMLA/CFRA 3/2-3/6/23
WILSON	MARIA-NGA	A	Teacher, Elementary	ETHEL I. BAKER ELEMENTARY	3/7/2023	3/31/2023	EXT LOA (PD) FMLA/CFRA 3/7-31/23
WRIGHT	CORBIN	A	Teacher, Spec Ed	MARK TWAIN ELEMENTARY SCHOOL	3/4/2023	3/31/2023	EXT LOA (PD) FMLA/CFRA 3/4-3/31/23
XIONG	ZOUA	A	Teacher, Elementary	PACIFIC ELEMENTARY SCHOOL	3/13/2023	6/9/2023	LOA (PD) FMLA/CFRA 3/13-6/9/23
YANG	GER	A	Teacher, Elementary	ELDER CREEK ELEMENTARY SCHOOL	6/16/2023	6/30/2023	RNT LOA (PD) FMLA/CFRA 6/16/23
RE-ASSIGN/STATUS CHANGE							
LANZARO	CHRISTINA	A	Librarian, Middle School	ROSA PARKS MIDDLE SCHOOL	3/27/2023	6/30/2023	REA 3/27/23

Attachment 2: CLASSIFIED 4/13/2023

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
AMARO	JAQULYN	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/13/2023	6/30/2023	EMPLOY PROB 3/13/23
ARNOLD	SUMIE	B	Instructional Aide	A. M. WINN - K-8	3/22/2023	6/30/2023	EMPLOY PROB 3/22/23
BONITA	GINA	B	Health Aide	HEALTH SERVICES	3/13/2023	6/30/2023	EMPLOY PROB 3/13/23
COLMENARES	MARIAISABEL	B	Pgm Records Tech-P&C	FACILITIES SUPPORT SERVICES	3/23/2023	6/30/2023	EMPLOY PROB 3/23/23
DALTON	BRANDI	B	Noon Duty	PARKWAY ELEMENTARY SCHOOL	3/1/2023	6/30/2023	EMPLOY PROB 3/1/23
DAVILA	AZUL	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/13/2023	6/30/2023	EMPLOY PROB 3/13/23
DEVONSHIRE	ASHLEY	B	Career Information Technician	WEST CAMPUS	3/29/2023	6/30/2023	EMPLOY PROB 3/29/23
DOMINGUEZ	ROCIO	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/13/2023	6/30/2023	EMPLOY PROB 3/13/23
FIFIELD	CHRISTY	B	Instructional Aide	JOHN D SLOAT BASIC ELEMENTARY	12/19/2022	6/30/2023	AMEND EMPLOY PROB 12/19/22
JAYE	NICHOLAS	B	Carpenter	FACILITIES MAINTENANCE	3/13/2023	6/30/2023	EMPLOY PROB 3/13/23
KONG	RICKY	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/16/2023	6/30/2023	EMPLOY PROB 3/16/23
LEON	BLANCA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/10/2023	6/30/2023	EMPLOY PROB 3/10/23
LI	XIAO-DONG	B	Noon Duty	PARKWAY ELEMENTARY SCHOOL	3/1/2023	6/30/2023	EMPLOY PROB 3/1/23
LOPEZ HERNANDEZ	HOLANDESA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/13/2023	6/30/2023	EMPLOY PROB 3/13/23
MARRON	VANESSA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/13/2023	6/30/2023	EMPLOY PROB 3/13/23
MASON	PATRICE	B	Clerk II	FATHER K.B. KENNY - K-8	3/20/2023	6/30/2023	EMPLOY PROB 3/20/23
NAVARRETE	RODOLFO	B	Carpenter	FACILITIES MAINTENANCE	4/3/2023	6/30/2023	EMPLOY PROB 4/3/23
NGO	PHUC	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/13/2023	6/30/2023	EMPLOY PROB 3/13/23
POSH	EVA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/10/2023	6/30/2023	EMPLOY PROB 3/10/23
REYES	VANESSA	B	Youth Services Specialist	YOUTH DEVELOPMENT	3/6/2023	6/30/2023	EMPLOY PROB 3/6/23
ROSS	JOVI	B	Instructional Aide	WASHINGTON ELEMENTARY SCHOOL	2/23/2023	6/30/2023	EMPLOY PROB 3/13/23
SHERMAN	TIA	B	Noon Duty	WOODBINE ELEMENTARY SCHOOL	3/13/2023	6/30/2023	EMPLOY PROB 3/13/23
TANABE	JOSHUA	B	Custodian	HUBERT H BANCROFT ELEMENTARY	3/13/2023	6/30/2023	EMPLOY PROB 3/13/23
VANG	PANG	A	Teacher Assistant, Bilingual	WOODBINE ELEMENTARY SCHOOL	2/28/2023	6/30/2023	EMPLOY PROB 2/28/23
VESSLES	KATHLEEN	B	Inst Aid, Spec Ed	ABRAHAM LINCOLN ELEMENTARY	2/28/2023	6/30/2023	EMPLOY PROB 2/28/23
WILLIS	BRANDE	B	Morning Duty	O. W. ERLEWINE ELEMENTARY	3/15/2023	6/30/2023	EMPLOY PROB 3/15/23
YAU	MAAN	B	Teacher Assistant, Bilingual	ELDER CREEK ELEMENTARY SCHOOL	3/20/2023	6/30/2023	EMPLOY PROB 3/20/23
LEAVES							
BEZINSKAYA	ANNA	A	Teacher Assistant, Bilingual	A. M. WINN - K-8	3/11/2023	6/30/2023	RTN LOA (PD) 3/11/23
BOLDEN	TANYA	A	School Office Manager I	LEATAATA FLOYD ELEMENTARY	3/17/2023	6/30/2023	RTN LOA 3/17/23
BROWN	KAREN	B	Bus Driver	TRANSPORTATION SERVICES	3/21/2023	4/10/2023	AMEND EXT LOA (UNPD) 3/21/23-4/10/23
CREER JACKSON	PARIS	A	IEP Desig Inst Para-Sp Ed	SPECIAL EDUCATION DEPARTMENT	3/4/2023	3/17/2023	LOA (PD) 3/4/23-3/17/23
CREER JACKSON	PARIS	A	IEP Desig Inst Para-Sp Ed	SPECIAL EDUCATION DEPARTMENT	3/18/2023	3/31/2023	EXT LOA (PD) 3/18/23-3/31/23
CUENCA	JUANA	A	Custodian	SEQUOIA ELEMENTARY SCHOOL	3/27/2023	6/30/2023	RESCIND LOA 3/27/23
HELTON-ADAMS	SANDRA	A	Inst Aid, Spec Ed	PARKWAY ELEMENTARY SCHOOL	2/23/2023	6/30/2023	LOA (PD) 2/23-6/30/23
HENDRIX	CHANISE	B	Coordinator I, Mental Health	STUDENT SUPPORT&HEALTH SRVCS	3/22/2023	5/31/2023	LOA (PD) FMLA/CFRA 3/22/23-5/31/23
IDLEMAN	TYRONE	B	School Plant Ops Mngr I	JOHN D SLOAT BASIC ELEMENTARY	4/11/2023	6/30/2023	LOA (PD) FMLA/CFRA 4/11/23-6/30/23
LAUT	KELLY	A	Inst Aid, Spec Ed	WASHINGTON ELEMENTARY SCHOOL	3/6/2023	6/30/2023	RTN LOA 3/6/23
LEARY	NICOLE	B	Instructional Aide	THEODORE JUDAH ELEMENTARY	2/22/2023	3/31/2023	LOA (PD) 2/22-3/31/23
MADRELL	PATRICK	A	Inst Aid, Spec Ed	CALIFORNIA MIDDLE SCHOOL	2/21/2023	3/26/2023	LOA (PD) 2/21-3/26/23
MARROQUIN	MAURILEA	A	School Plant Ops Mngr I	WOODBINE ELEMENTARY SCHOOL	3/20/2023	6/30/2023	RTN LOA 3/20/23
MURILLO DE PENIA	MANUELA	A	Clerk II	H.W. HARKNESS ELEMENTARY	2/7/2023	2/26/2023	LOA (PD) 2/7-2/26/23
MURILLO DE PENIA	MANUELA	A	Clerk II	H.W. HARKNESS ELEMENTARY	2/27/2023	6/30/2023	RTN LOA (PD) 2/27/23
ROSE	ROBBIE	B	Noon Duty	PETER BURNETT ELEMENTARY	3/6/2023	6/30/2023	RTN ADMIN LOA (PD) 3/6/23
SANCHEZ	JUAN	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/10/2023	6/30/2023	ADMIN LOA (PD) 3/10/23
TORRES	MATTHEW	A	Custodian	SAM BRANNAN MIDDLE SCHOOL	3/3/2023	4/30/2023	LOA (PD) 3/3-4/30/23
TRICE	ALYCA	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	2/16/2023	5/31/2023	LOA (PD) 2/16-5/31/23
UNZUETA	MARIA	A	Teacher Assistant, Bilingual	HIRAM W. JOHNSON HIGH SCHOOL	2/2/2023	5/9/2023	LOA (PD) 2/2-5/9/23
YAKIMCHUK	TAMARA	A	Inst Aid, Spec Ed	ETHEL PHILLIPS ELEMENTARY	2/17/2023	5/17/2023	LOA (PD) 2/17-5/17/23
RE-ASSIGN/STATUS CHANGE							
AGUAYO MAGANA	RICHARD	B	School Plant Ops Mngr I	BUILDINGS & GROUNDS/OPERATIONS	2/27/2023	6/30/2023	REA/STCHG 2/27/23
AVENDANO	KATHALENA	B	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	3/13/2023	3/31/2023	REA/STCHG 3/13/23
BUCK	WILLIAM	B	Supv I, Safety Officer	HIRAM W. JOHNSON HIGH SCHOOL	3/2/2023	6/30/2023	REA/STCHG 3/2/23



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1c

Meeting Date: April 13, 2023

Subject: Approve Rosemont High Field Trip to Houston, TX April 19-24, 2023

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

Division: Deputy Superintendent

Recommendation: Approve Rosemont High Field Trip to Houston, TX April 19-24, 2023

Background/Rationale: On April 19, thirteen students and three teachers will travel via commercial airline to Houston, TX for a STEM robotics competition involving 600 high schools from all around the world.

Financial Considerations: Funds for this trip will be paid by the After School Safety and Enrichment for Teens (ASSETs) grant.

LCAP Goal(s): College preparedness, increasing communication and critical thinking skills.

Documents Attached:

1. Out-of-state field trip documents

Estimated Time of Presentation: N/A

Submitted by: Lisa Allen, Deputy Superintendent
Tuan Doung, Assistant Superintendent

Approved by: Jorge A. Aguilar, Superintendent

Sacramento City Unified School District
FIELD TRIP REQUEST FORM
 (USE A SEPARATE FORM FOR EACH TRIP)

Parent Permission Form is required for each student field trip. See below reference distribution section for details concerning each type of trip.

School Name: **Rosemont High School (RHS ROBOTICS)**

Date: **03/16/23**

Teacher's Name: **David Stafford**

Room #: **Theater Shop**

Telephone #: **916-708-6219**

Field Trip Destination: **FIRST Robotics Championships, Houston, TX George R. Brown Convention Center**

Local-50 mile radius (bus/walking) Local-50 mile radius (driver led trips) Out-of-Town (Beyond 50 mile radius) (forward directly to Field Trip Office) Overnight Out-of-State/Country Involving Swimming or Wading Unusual Activities

Route: **Southwest flight from Sacramento International Airport to Hobby International Airport**

Educational nature of field trip/excursion: **STEM competition involving over 600 high school teams from all around the world. This is a special event because it is VERY difficult to qualify for regularly.**

Depart Date: **04/19/23**

Time: **5am**

Return Date: **04/24/23**

Time: **9:50am**

TRANSPORTATION will be provided by: Walking School Bus - contact Transportation Field Trip Office
 Charter Bus Company (certified): Yes No - Check with Field Trip Office

Private Vehicle/Parent Driver/Faculty Driver - Complete Volunteer Personal Automobile Use Form for each vehicle and driver, must have fingerprint clearance (check with Human Resources for fingerprint clearances) Public Transportation Train Commercial Airline Other: _____

Funding Source: **RHS Robotics, Rosemont 21st Century ASSETS** Financial Assistance Available? Yes No

Number of students participating: **13**

Adult Chaperones/Drivers: Use additional forms if more than 4 names

DRIVER

1) David Stafford yes no
 3) Joslah Sidhu yes no

DRIVER

2) Kim Stowell yes no

Teachers and Staff Attending: **N/A**

Principal Approval *Elizabeth Vigil* Date *3/23/23*

Risk Management Approval (Unusual Activities) *[Signature]* Date *3/31/23*

Instructional Assistant Superintendent Approval *[Signature]* Date *3/29/23*

Distribution: Refer to the Field Trip Information Form RSK 106F for the forms and distribution required for each trip:

1. Local Trip (school or charter bus): (50-mile radius) - Submit to Principal for approval. Maintain all documents at site and forward a copy to Instructional Assistant Superintendent for approval.
2. Local Trip: (50-mile radius: driver led) - Submit driver led trips to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip.
3. Local Trip: (walking, RT, Amtrak): Submit walking trips to Principal for approval then forward to Instructional Assistant Superintendent for approval 2 weeks prior to trip.
4. Out-of-Town: (beyond 50-mile radius) - Submit to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip.
5. Overnight Trip: Submit to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip.
6. Trip Involving Swimming or Wading: Submit to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip.
7. Trip Involving Unusual Activities (Water sports or high risk activities such as rafting, snorkelling, rock climbing, skiing, etc.) - Submit to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip. This may require Special Event Liability Insurance.
8. Out-of-State/Country: Submit to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip. Must have Superintendent, Board of Education and Risk Management approval prior to trip. Instructional Assistant Superintendent will place field trip item on Board Agenda. Trips not submitted to Segment Administrator 6 weeks prior to trip will be considered automatically rejected by the Board of Education.
9. Approved forms will be returned by Instructional Assistant Superintendent. Maintain a copy of all forms at site for 2 years.
10. Venue/Destination: Must comply with SCUUSD COVID19 Mitigation Guidelines for all trips outside of district facilities.

Reviewed by Site Office Manager: _____ (Initials)




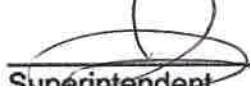
Sacramento City Unified School District
**OUT-OF-STATE OR OUT-OF-COUNTRY
TRAVEL REQUEST**

School Name ROSEMONT HS Date 1 / 1
Teacher's Name DAVID STAFFORD Room # N/A Telephone # 916-708-6219
Field Trip Destination FIRST CHAMPIONSHIP - HOUSTON TX
Reason for travel COMPLETE IN THE 2023 FIRST ROBOTICS
WORLD CHAMPIONSHIPS.

List unusual activities, water activities or high risk activities (examples: rafting, snorkeling, rock climbing, skiing, etc.) as a special parent waiver may be required. Submit copy of contract or waiver to Risk Management for review before signing. Attach a detailed itinerary for each day

Signed 
Teacher

Approvals:

 3/23/23
Principal Date
 3/31/23
Risk Management Dept. Date
 3/29/23
Segment Administrator Date
 3/28/23
Superintendent Date

1 / 1
Board Approval Date

NO COST to District

TRAVEL REQUEST FORM (ACC-F014)

Sacramento City Unified School District

Request to Attend: <input checked="" type="checkbox"/> Conference/Workshop <input type="checkbox"/> Business Meeting	Purpose for Attending: <input type="checkbox"/> Professional Development <input type="checkbox"/> Continued Education Credits Earned	Instructions: This form must be completed and received in Accounts Payable at least 30 days prior to the proposed trip- 60 days if out-of-state. REG # _____
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School/Department: ROSEMONT ROBOTICS Date: 3-29-23

Date(s) of Event: 4/19/23- 4/24/23 Location: HOUSTON, TX

Event Title (attach brochure): FIRST ROBOTICS CHAMPIONSHIPS

Purpose: STEM COMPETITION

*(what value does this activity give students, attendees, staff, department/site or community?)

How does this travel align with the District's strategic plan? CTE / WBL & ACADEMIC SCHOLARSHIPS

How will this activity/event be used and shared? STUDENT/TEAM GROWTH, MULTIPLE SOCIAL SITES

Name of Attendee(s) <small>(attach sheet for additional attendees)</small>	Position	Substitute (Y/N)*	No. of Days Required	Budget Code (for substitute)
DAVID STAFFORD	COACH	No N		
KIM STAVELL	MENTOR / CHAP.	No		
JOSIAH SIDHU	MENTOR / CHAP	No N		
		No		
		No		

Additional Attendees Attached

***IF A SUBSTITUTE IS NEEDED, SEND A COPY OF THIS FORM TO PERSONNEL, BOX 770**

Approvals:

Principal/Department Head Signature & Print Name: E. Lopez Date: 3/28/23

Cabinet Level or Designee Signature: [Signature] Date: 3/28/23

Chief Business Officer Signature: [Signature] Date: 3/28/23

Superintendent or Designee Signature: _____ Date: _____

District cost for all attendees (estimate)

Registration Fee *** _____

Meals included?

B L D

Lodging _____

Transportation _____

Meals _____

Other _____

TOTAL _____

Categorical Budget Code(s): _____ \$ _____

General Fund/Unrestricted _____ \$ _____

***If any meals are included in the cost of registration, how many of each: Breakfast _____ Lunch _____ Dinner _____

Prepayment Requested: All checks will be sent to the site/department unless prior arrangements have been made (with AP) to pick up check

	Requisition #	Dollar Amount
Registration Fee	_____	_____
Hotel	_____	_____
Airfare ****	_____	_____
Car Rental ****	_____	_____



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1d

Meeting Date: April 13, 2023

Subject: Approve Staff Recommendations for Expulsion # 14, 16,17, 18, and 19
2022-2023

- 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 Expulsion # 14,16,17,18, & 19
(2022-2023)

#14 is a return based on the Board's request

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): College and Career Ready Students

Documents Attached:

1. None

Estimated Time of Presentation: (N/A)

Submitted by: Lisa Allen, Deputy Superintendent
Stephan Brown, Director III

Approved by: Jorge Aguilar, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1e

Meeting Date: April 13, 2023

Subject: Approve Minutes for the March 2, 2023, Regular 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 for the March 2, 2023, Regular Board of Education Meeting.

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Minutes of the March 2, 2023, Regular Board of Education Meeting

<p>Estimated Time of Presentation: N/A Submitted by: Jorge A. Aguilar, Superintendent Approved by: Jorge A. Aguilar, Superintendent</p>
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BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

Chinua Rhodes, President (Trustee Area 5)
Lavinia Grace Phillips, Vice President (Trustee Area 7)
Jasjit Singh, Second Vice President (Trustee Area 2)
Tara Jeane (Trustee Area 1)
Christina Pritchett (Trustee Area 3)
Jamee Villa (Trustee Area 4)
Taylor Kayatta (Trustee Area 6)
Liam McGurk, Student Member

Thursday, March 2, 2023

4:30 p.m. Closed Session

6:30 p.m. Open Session

Serna Center

Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824

MINUTES

2022/23-22

Allotted Time

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

The meeting was called to order at 4:36 p.m. by President Rhodes.

Members Present:

*Member Jeane
Member Pritchett
Member Rhodes
Member Phillips*

Members Absent:

*Member Kayatta
Member Singh
Member Villa
Student Member McGurk*

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

Rebecca Woo commented on the Board renewal.

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) *Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (Two Potential Cases)*
 - b) *Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (Sacramento County Superior Court Case No. 34-2020-00282457)*
- 3.2 *Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (District Representative Pam Manwiller)*
- 3.3 *Government Code 54957 – Public Employee Discipline/Dismissal/Release/Reassignment*
- 3.4 *Education Code 35146- The Board will hear staff recommendation on the following student expulsion: Expulsion # 11 2022/2023*

4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

The meeting was called back to order by President Rhodes at 6:35p.m.

- 4.1 *The Pledge of Allegiance was led by Superintendent Aguilar*
- 4.2 *Broadcast Statement by Student Member McGurk*
- 4.3 *Stellar Student was introduced by Board Member Tara Jeane*

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

There were 4 announcements taken out of closed session.

- *The Board approved a settlement agreement related to special education services by a vote of 6-0 with Board Member Villa absent.*
- *The Board adopted resolutions 2022-2023- D1(a) through D1(h) pursuant to Education Code section 44929.21 to non-reelect 8 probationary certificated employees and authorized the District Superintendent or his designee to notify employees of their non-reelection for 2022-2023 D1(a), D1(c)-D1(h) were approved by a vote of 5-0 with Member Phillips abstaining and Member Villa absent. D1(b) was approved by a vote of 4-0 with Member Pritchett and Member Phillips abstaining, and Member Villa absent.*
- *The Board adopted resolutions 2022-2023-D(2) pursuant to Education Code section 44951 to release certificated administrators and authorized the District Superintendent or his designee to notify those employees of their release by a vote of 5-0 with Member Phillips abstaining and Member Villa absent.*
- *The Board adopted resolution 2022-2023 D(3) pursuant to Education Code section 44954 to release 171 temporary certificated employees and authorized the District Superintendent or his designee to notify those employees of their release by a vote of 5-0 with Member Phillips abstaining and Member Villa absent.*

6.0 AGENDA ADOPTION

The Board adopted the agenda unanimously.

7.0 PUBLIC COMMENT

Members of the public may address the Board on non-agenda items that are within the subject matter jurisdiction of the Board. Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in writing through the district's website at <https://www.scusd.edu/submit-public-comment>; or (3) provided in-person at the meeting. The submission deadline for written public comments shall be no later than noon on the day of the meeting. If you intend to address the Board in-person, please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to two (2) minutes with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

Public Comment:

Mark Epstein commented on digital skills and utilization among students

Margarita Garcia commented on her son's suspension

Rachel Wu commented on transfers of independent studies teachers

Carl Pinkston commented on the Black Parent Involvement Day and wanted to thank the Board and District for participating

8.0 COMMUNICATIONS

8.1 Employee Organization Reports:

- *SCTA- Nikki Milevsky shared the strike against the District that lasted for 8 days. Four years prior to the strike, Superintendent Aguilar in support of Dave Gordon, told us that the District would descend into fiscal insolvency which was not true. After losing the strike, the Superintendent and his labor relations team made up of outside attorneys and consultants, had a chance to change directions but have not. Ms. Milevsky shared the disapproval and her concerns of outside consultants. Ms. Milevsky shared her concerns about the agreements that have been signed by the Superintendent, but have not been met. For example, ongoing Special Education issues throughout the District, ongoing issues in child development including the expansion of TK, and the District agreed to pay COVID leave pay to substitute staff but it has not been implemented, there's a section in the MOU about compensation for extra work when teachers were dealing with staff shortages and the District has failed to implement that as well. Ms. Milevsky shared that there is still no bargaining date put in place. Lastly, Ms. Milevsky stated that tonight the Board has the opportunity to demonstrate a start to that new direction in labor relations for the District.*
- *SEIU- No update*
- *TCS- No update*
- *Teamsters- No update*
- *UPE- No update*

8.2 District Advisory Committees:

- *Community Advisory Committee- No Update*
- *District English Learner Advisory Committee- No update*
- *Local Control Accountability Plan/Parent Advisory Committee- Frank Young shared that LCAP had a good meeting this month with another meeting about MTSS. There is a new LCAP Director, and the Committee is in a good place to move forward. Superintendent Aguilar introduced, Krystal Thomas, who has recently started in her position as the new LCAP Director.*

Public Comment:

Rebecca Wu commented on how music is so essential and voiced her concern on how music was cut out of Independent Studies

- *Student Advisory Council- No update*
- *Black/African American Advisory Board- No update*

8.3 Student Member Report (Liam McGurk)- No update

9.0 SPECIAL PRESENTATION

9.1 *Update on Direct Technical Assistance Update through the California Collaborative for Educational Excellence (CCEE) (Yvonne Wright)*

Yvonne Wright shared the District's Intensive Supports through the Direct Technical Assistance from the CA Collaborative on Educational Excellence (CCEE). There are two schools that receive intensive support (Elder Creek Elementary and Harkness Elementary). Educators from both sites shared what the work has meant to them. Ms. Wright shared that staff are using their learnings from these two sites to build the capacity within our District with site leaders and staff across the District to support multi-tiered systems of supports. Erin Hanson shared the intent of MTSS in SCUSD and the 6 MTSS domains. Dr. Stephanie Gregson from CCEE provided an update on the Direct Technical Assistance work and the partnership with SCUSD.

Public Comment: No public comment

Board Comment:

Member Pritchett shared that at every meeting, we are always seeing how we are failing our students, and she wants to know what are we doing to fix the problem. Tonight, staff are telling us what we can do to fix it. Member Pritchett wanted to know what new designation status meant. Also, Member Pritchett asked what the Board can do to assist with getting this out at more of our school sites to make sure every student at SCUSD is not being left behind. The CCEE partner stated that when the programming was first implemented, she shared that they asked the District to take away the challenges and barriers at each of the school sites, so teachers could focus on this work. The Superintendent shared that the District won't be able to replicate this intensive model exactly across all schools, because of the independent and capital resources, but we are trying to figure out the capacities that we have to provide and the professional learning that we have to provide to our instructional site leaders to be able to work effectively with their teams and build instructional frameworks that are coherent.

Member Kayatta shared that we need to figure out a way to get this implemented system-wide. Member Kayatta asked a question around slide 25, and wanted to know invited this intervention and who is paying for it. In 2019, SCOE and SCUSD sent a letter to CCEE referring the District to CCEE for direct technical assistance. CCEE provides the funds for the intensive support model for 3 years. Member Kayatta is concerned about the slide pertaining to what our new designation status means. He is concerned that we may have put ourselves in a situation where it can result in us losing local control, and it looks like we are either going to do better or it will be like a tentative state takeover. You would be possibly changing our LCAP, changing out budget, and doing other actions that could strip us of our control as a district. After the 3 year project that CCEE provides funding for, if the district wanted to continue the project, it would be up to the district to decide how to fund the project to continue. Member Kayatta wanted to confirm what the outcomes are of having this project implemented.

Member Jeane wanted to know how long the district has been doing PLC work. Superintendent shared that PLC was brought to the district as an opt-in structure as professional learning communities where several schools worked with contractors to bring in that work. Member Jeane asked what are some of the resources that we need to succeed in this work. Consultants providing resources and training to staff has helped with being successful. Teachers meet with consultants monthly, and PLTs meet with their grade bands once per week. Some of the obstacles that teachers have faced are time, having more bodies, and resources. Member Jeane shared that the data the Board has to look at and the teachers look at are very

different. The assessments that teachers look at to determine how students have learned something is totally different than state assessments. State assessments are flawed, inherently racist, and demonstrates how much money a school has more than anything else accurately. Member Jeane would like more information on our LCAP system. This system is incredibly successful when you have the resources you need, but how do we make that happen as a Board.

Member Singh wanted to acknowledge that these percentages that we are trying to improve on when it comes to English Language Arts (foster youth, homeless youth, students with disabilities, and African American students), these are issues that come from systemic racism. If the students were receiving all the resources now that they need, the disparities wouldn't be at this level. Member Singh worries about someone telling us, here is what you need to do and this is what is going to fix it. We know that funding to our district and teachers in the classrooms is what is going to fix this. Member Singh reiterated that this is deep seeded racism over years and years of neglect. We require partnerships from other spaces, like the county and city to help set our kids up for success.

Member Phillips shared an experience she had about a program she visited in Arkansas. She has some concerns about scaling this across the district, because the places that she had visited in Arkansas were primarily tiny districts with no diversity. Member Phillips shared that it is triggering to hear, "stay the course". She shared that she would like the presenter to consider a different way of addressing how we as a district need to persist or push forward. The system issues she saw in Arkansas were not addressed, because there was not a high number of Black kids and Latino kids, so there were things missing. This is a fantastic program, but it's not for all students. The idea of this is glorious, but the fear that she has is that students will still be left behind because of the way the system is designed.

The Superintendent wanted to clarify for the Board and members of the community, the relationship with CCEE and to the extent to which we have or don't have the ability to work with you or not. The district's CCEE partner shared that CCEE is currently working with 6 districts across the state. Three districts that CCEE is working with is a requirement, and SCUSD is one of them due to their fiscal issues. SCUSD is under a different umbrella. Right now, there is the potential for 30 districts to be referred to CCEE, because those districts have 3 or more student groups not meeting state priorities for 3 or 4 consecutive years. Once a district is referred to CCEE, they are partners until the end which is determined around student progress and district infrastructure around quality systems improvement. The CCEE and SCUSD partnership looked a little different in the beginning. CCEE hears the

Board's concerns and is meeting the district where they are at in this moment in time, and we are working with you not against you. Previously, CCEE's leadership wanted to refer SCUSD to the State Superintendent, and as Chief Deputy, she said no because she didn't see that enough support was provided to the district to warrant that type of referral. Member Jeane asked how CCEE is approaching shifts since we are in a COVID reality that has drastically impacted student learning. In 2021, the systemic instructional review was completed which was done through a virtual data collection process, so the report was finished in 2021. Now, we are using the report has context and background information. Although, it has some very specific actions for the district. The district has changed since 2021, and that's why it's important that we use it as context only and look at where we are at this moment in time using the data that they have and using the district priorities to see what we need to do now. Member Kayatta wanted to call attention to the other districts that our district is accompanying right now, and not a group that he wants to be in. When you are in an intervention, the goal is to exit the intervention, and he is looking forward to the partnership even though it is a forced partnership, so we can improve our outcome as far as students. Especially, the students that Member Phillips called attention to which he agrees with. Member Rhodes is seeing site Principals and teachers excited about the work that they are doing and more excited to say that teachers at the school sites are driving the bus. The work the sites are doing is beautiful and is inspiring for President Rhodes as a Board member, because it makes him believe that this work can be done outside of the barriers and constructs that we have.

10.0 PUBLIC HEARING

10.1 History/Social Science K-12 Instructional Materials Adoption: Program Recommendations (Erin Hanson, Assistant Superintendent Curriculum and Instruction Shannon Pella, Director Professional Learning Literacy, ELA, Humanities Kari Lofing, Coordinator GATE and AP Programs Erinn Leone, Teacher and History/Social Science Department Chair, Luther Burbank High School)

Erin Hanson introduced the History/Social Science K-12 adoption team. Shannon Pella started by illustrating the adoption process which includes adopting standards, publishing frameworks, reviewing curriculum, reviewing cycles of current adoptions, requesting budgets, and launching the instructional materials adoption. History/Social Science standards have not been updated since 1998. Content

standards development is initiated by special legislative direction. Curriculum framework development is initiated by specific legislative funding. It includes evaluation criteria for instructional materials. Instructional materials adoption timelines are set by the State Board of Education and often follow the completion and adoption of the corresponding curriculum framework. Erinn Leone shared that Board Policy 6161.1 guides the instructional materials adoption process which states that committee that evaluates the instructional materials should be made up of a majority of educators. A letter was sent to SCTA in May of 2022, and by June of last year, all K-8 and high school social science teachers were invited to participate in this adoption process. All teachers that were invited and interested in participating, were invited to prescreen the materials in July 2022. During the prescreening, the participating teachers utilized the CDE recommended evaluation rubrics. Shannon Pella shared the evaluation criteria and data collection process. Michael Washington, a teacher at Hiram Johnson HS, shared the History/Social Science Adoption Anti-Bias/Anti-Racism evaluation. Mr. Washington shared that being a teacher and product of Sac City Unified, he stated that representation does matter. There is a reason why there is chronic absenteeism. It is because they don't see themselves in what they are learning or doing. TCI is by no means the end all, be all answer, however, it provides more access to lesson plans, videos, biographies, and conversations around POC in the United States. Shannon Pella shared survey results based on questions that asked teachers about their student's performance. Glenn Singly shared that the TCI textbooks allows teachers to meet the needs of our students. He stated that TCI is always open to suggestions and there is the ability to build out curriculum. Staff shared that the total cost for the updated History/Social Science Instructional Materials adoption is 7.9 million as well as the timeline of the fulfillment process.

Public Comment: No public comment

Board Comment:

Member Jeane asked since schools starts in September, how can teachers receive the materials ahead of time to review? Shannon Pella shared that staff are currently communicating regularly with program reps, so we can ensure that teachers and student receive textbooks on time. Teacher editions and at least 1 class set should be available for pickup in the summer. Member Jeane asked how are we going to be thorough and meticulous in the enrollment of this process, and are we working with labor partners to look at payment outside of the school day, and all of the training and pieces that will be

required? Staff shared that the short answer is yes, and this is why staff is bringing this to the Board to approve, so they can work as quickly as possible to ensure the roll out of this process is successful.

Member Kayatta just wanted to clarify when talking about the adoption cycle, is that how many years we are going to have the books in place. Staff confirmed that is correct. Member Kayatta asked that when staff brings this back on the 16th, are we approving the adoption, or at that point, are we also authorizing you to go out and buy them immediately. Shannon Pella stated that both are correct.

Member Singh asked at what grade do we teach world religion. Shannon Pella shared that 7th and 10th grade. Mr. Washington said that TCI is very receptive, and said that if we see that something is missing and that we have students that are not being represented, they said that they would work with staff directly to include lessons or add to the curriculum.

Member Singh stated that by 2029, students will have to be taught ethnic studies, and wanted to know if TCI incorporates that. Staff said no and that teachers have put together an ethnic studies course. Teachers have not found a textbook that teaches ethnic studies in the way that it needs to be taught.

Ethnic studies is local and we have to teach the local history and address the people in our community, support that community in sharing their experiences and knowledge, so it becomes student-centered and led. Ms. Pella shared that if there are not frameworks put out by CDE for ethnic studies, which they are not, there won't be curriculum that is designed and ready to adopt. Member Singh shared that the Sikh Coalition worked on creating a California lesson plan that was very specific and created in conjunction with C3 teachers. The structure is to create an insertion of the Asian Americans studies course to make sure that the Sikh community is represented. Member Singh said that he is happy to share that with staff to see if that's helpful. The Sikh community has a rich history in Sacramento, and it would be a shame if it was not included.

Member McGurk asked when the website would be available for students to access and are students able to go on the website and ask for things themselves. Staff shared that the website is designed for students to access. Once the teacher sets up their classroom, they upload it on the site, so their students can sign in which can be done through Clever. As far as being able to share things that students want on the website, staff is not sure if that exists, but is something that should be looked at and knows that TCI would be open to receiving this request. If there was a meeting, staff shared that a students would be able to sit in and have their voices heard by TCI.

11.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

11.1 Revision of Board Policy 6170.1 Transitional Kindergarten (Yvonne Wright)

Yvonne Wright and Melissa Sigars shared the driving governance that causes the revision for the policy, the overview of Board Policy 6170.1, changes to the policy, and next steps. The driving governance for this policy is Assembly Bill (AB) 130 which requires any local educational agency operating a Kindergarten to also provide a TK program for all 4-year-old children by 2025-26. The policy outline consists of eligibility, out of district transfers, waivers, curriculum and instruction, staffing, continuation to Kindergarten, and program evaluation. The proposed revision includes changed language from Early Kindergarten (EK) to Transitional Kindergarten (TK). Out of district TK students may be admitted to SCUSD TK to allow for continuity of service. We also want to offer waivers as well. There are several waivers available (over-age TK waiver, under-age TK waiver, and special under-age TK waiver).

Public Comment:

Kendra Nickel-Nguy shared her support and asked the Board to approve the revision

Chris Watkins shared his support and wants TK to be available for all kids

Board Comment:

Member Jeane shared that a few years back though you could enroll kids that do not meet the TK birthdate, you wouldn't get paid for them. Is that still true? Member Jeane shared that we could put kids in those spots, but you would not begin generating any money until their birthday. Ms. Wright shared that you begin generating ADA when the child turns 5. Member Jeane shared that's the tough part with TK. It's an unfunded mandate.

Member Kayatta thanked Kendra for continuing to push for this. He had not found the provision for the education code that allowed waivers that she found. Member Kayatta about the opportunity to offer TK to additional children.

Especially, those that are really close to the cutoff. Member Kayatta wanted to know how admitting someone early into TK would impact their ability to go into Kindergarten the

next year, because they are not the age for Kindergarten. Ms. Wright shared that once the child is admitted into TK, they are in a 2-year program for Kindergarten.

11.2 Review and Approve Amendment No. 1 to Agreement for Consultant Services- SA23-00118 (Jorge A. Aguilar)

Superintendent shared that at this time our labor relations unit has lost a number of key staff members. We lost 3 full-time positions for people who have served on our labor relations team, and the Superintendent had sought services from Ms. Maldonado who began those services to support our labor relations unit given her extensive background and experience serving as that role in previous organization, and he thought that her expertise and voice would be very useful. She provided services and received payment from January 2022- October 2022. When her contract expired, there was a contract that should have been brought to the Board. She had continue to work for 46 additional days after her term had expired, and the district was invoiced based on that work (\$23,000). The Superintendent shared that he takes full responsibility for the contract not being brought to the Board after the expiration date in October. Superintendent is bringing this contract to the Board to approve to continue services through June 2023 given the need that we still have with our labor relations unit.

Public Comment:

Nikki Milevsky opposes the contract and shared that it should be rejected.

Fabrizio Sasso shared that SCUSD shouldn't be spending money on outside consultants/contracted work that should be done in house.

Board Comment:

Member Phillips wanted to know what the acronym PRC stands for which is Purchase Review Committee.

Member Kayatta shared that this has been going on for way to long and he would have appreciated the information 3 months ago. He does believe that contracts of this nature need to be outside of the consent agenda for transparency. He does not think it's appropriate for outside contractors to be leading a negotiations team, and we really need to lean in on letting our staff make these decisions.

Member Singh thanked the Superintendent for taking ownership. Member Singh sees contractors as support staff and not individuals who should be leading the work. His concern now is that there are other contracts that have gone on without Board approval. Member Singh requested to see the contract from Pam Manwiller and any other contracts

that the Superintendent can think of that are on the labor relations team that are consultants to provide the information to the Board.

Member Jeane wanted to know if the Board has seen the full contract. Anne Collins stated that the full contract was provided in the January 19th agenda packet which was the first time that it was brought to the Board. Member Jeane shared that part of the bargaining process is honoring the rights of the labor organizations to bargain their labors, hours, and working conditions. To Member Jeane, the part of bargaining that makes it so successful is when people at that table are all invested in those end results. She has a hard time believing that outside consultants can be as invested as those in the field doing the work. Member Jeane clarified what plan is in place to hire people for the vacancy. Member Jeane also wanted to know how we can change the approach after labor partners have gone on strike and stated that this approach has not been successful in the past, and wants to change that. Superintendent shared that in his perspective he feels that she has provided valuable services, but he recognizes where Member Jeane is coming from. Member Jeane wanted to know if there is a policy that gives the Superintendent discretion when it comes to contracts versus the contracts that have to come to the Board for approval. Anne confirmed that there is a Board Policy and resolution with delegation authority to the Superintendent.

Member Singh requested for an extensive audit that includes all outside contractors, including Pam Manwiller and the legal team.

Member Pritchett wanted to share that we need to look at the bigger picture and what the negotiation team looks like moving forward, and thinking we need to hire an additional person but staff don't have the time. We talk about the burn out of teachers, but there is the burn out of district staff as well. Like Member Kayatta stated, we need to look at paying our bills of what has accrued, and look at opening that position up for us to be able to hire someone for that position to move forward.

Member Rhodes thinks as we move away from outside contractors or have them in a different role, we want to look at hiring within and empowering staff with the necessary assistance to do that job. We had a huge period of time where people had been working where it wasn't approved by the Board, so we want to make sure that doesn't happen again.

President Rhodes shared that the meeting needed to be extended by thirty minutes with a vote of 5-1 with Member Phillips voting "no".

Member Rhodes said that he proposes to not approve the contract moving forward, but to approve the amount owed to Ms. Maldonado. President Rhodes made a motion with a second by Member Singh. The amendment passed with a vote of 6-0 with Member Villa absent.

12.0 COMMUNICATIONS

12.1 Superintendent's Report (Jorge A. Aguilar)

Superintendent excited to share that 286 students have been enrolled in TK expansion program across 33 locations for the next academic school year. Superintendent thanked Board Members who participated in Read Across American within the school district. Our food truck is gearing up to begin breakfast at 8 different schools started the week of March 6, 2023. Superintendent shared the shade structures that have been going up will come in handy with the warmer months ahead. Superintendent shared all the work being done at Hiram Johnson and that the next Community Fair will be taking place at John Cabrillo on Saturday, March 18th. Cal Middle School recently received the top honor at the Junior Theater Festival with their production of Willy Wonka. Sutter Middle jazz ensemble had a great performance at the Tea Garden Jazz Festival. Lastly, congratulations to Alex Yu from JFK who won 2023 Sacramento County Poetry Out Loud competition.

12.2 President's Report (Chinua Rhodes)- Member Rhodes chose to forgo his report due to time

12.3 Information Sharing by Board Members

Member Phillips shared she visited Pony Express for Black Parent Involvement Day, she visited John Still for Black Professionals Day, and shared that she participated in Capitol City Reads. Member Kayatta encouraged the community to come out to the upcoming Wide Open Walls event at John Cabrillo. Member Jeane stated that she has been receiving emails around split classes and transportation, and as a Board they have been receiving information sessions, and looking at options. Member Singh congratulated Tahoe Elementary basketball team for winning a game, he mentioned that he visited Theodore Judah and read in Mr. Duke's classroom, and Phoebe Hearst will be receiving recognizing from the City of Sacramento on March 14th at 5pm for being a distinguished school. Lastly, Member Singh shared that March is Women's History Month and acknowledged all the amazing women at the District, and stated that there should be a Women's History resolution later this month. Member Pritchett shared that there has been a lot of vandalism at school sites in area 3, and wanted community members to say something if they see something happening. Member McGurk wanted to reiterate what Member Singh said around Women's History Month.

13.0 CONSENT AGENDA

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.

13.1 Items Subject or Not Subject to Closed Session:

13.1a 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 Ramos)

13.1b Approve Personnel Transactions (Cancy McArn)

13.1c Approve Minutes for the February 16, 2023, Regular Board of Education Meeting (Jorge A. Aguilar)

13.1d Approve Minutes for the October 13, 2022, Regular Board of Education Meeting (Jorge A. Aguilar)

13.1e Approve Resolution No. 3310: Resolution Regarding Board Stipends (Jorge A. Aguilar)

13.1f Approve Staff Recommendations for Expulsion, #11 2022/2023 (Lisa Allen and Stephan Brown)

Public Comment:

Margarita Garcia commented on item 13.1f and opposed the expulsion.

Board Comment:

Member Jeane requested to pull 13.1d from the agenda.

Member Kayatta asked Legal Counsel if he was able to respond to the public comment on 13.1f. After confirming it was ok to comment, he shared that expulsions are confidential and I'm not going to say if that item is related to her son, but he wanted to share that expulsions are taken very seriously and the Board extensively reviews records.

The consent agenda with the exclusion of 13.1d was voted on with a vote of 6-0 with Member Villa absent. Agenda item 13.1d received a vote of 5-1 with Member Jeane abstaining and Member Villa absent.

14.0 BUISNESS AND FINANCIAL INFORMATION/ REPORTS *Receive Information*

*14.1 Business and Financial Information:
Enrollment Report- Month 4 (Rose Ramos)*

15.0 FUTURE BOARD MEETING DATES / LOCATIONS

✓ *March 16, 2023, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

✓ April 13, 2023, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting

16.0 ADJOURNMENT

President Rhodes made a motion to adjourn with all in favor at 10:58 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# 12.1f

Meeting Date: April 13, 2023

Subject: Approve Mandatory Reporting to the Sacramento County Office of Education – Uniform Complaints Regarding the Williams Settlement Processed for the Period of January 2023 through March 2023

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

Division: Human Resource Services

Recommendation: Approve Mandatory Reporting to the Sacramento County Office of Education – Uniform Complaints Regarding the Williams Settlement Processed for the Period of J January 2023 through March 2023

Background/Rationale: The Williams Settlement Case and Education Code §35186 states that persons may now use the uniform complaint process to file complaints regarding deficiencies in instructional materials, facility problems, and teacher vacancy or mis-assignment. The District is required to report on these complaints to the Superintendent of the Sacramento County Office of Education. The report must contain the number of complaints by general subject area and the number of resolved and unresolved complaints.

Financial Considerations: None

LCAP Goal(s): Safe, Emotionally Healthy and Engaged Students

Documents Attached:

1. Complaint Report – Attachment A-1

Estimated Time of Presentation: N/A
Submitted by: Cancy McArn, Ed.D Chief Human Resources Officer
Approved by: Jorge A. Aguilar, Superintendent

Sacramento City Unified School District
Complaint Report
Submitted to the Superintendent
Sacramento County Office of Education
Pursuant to Education Code 35186

January 2023 through March 2023

Number of Complaints	Instructional Material	Facilities	Teacher Vacancy and Misassignment	CAHSEE	Resolved	Unresolved
0	0	0	0	0	0	0
Total: 0						