



Putting  
Children  
First

AMENDED  
**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, May 4, 2023**

**4:30 p.m. Closed Session**

**6:30 p.m. Open Session**

**Serna Center**

Community Conference Rooms  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

# AGENDA

2022/23-28

*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 (One Potential Case)

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

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

3.4    Government Code 54956.8-Conference with Real Property Negotiators  
Property: 3200, 3301 37th Avenue, Sacramento, CA 95824  
Agency Negotiator: Superintendent or designee

*Negotiating Parties: SCUSD and La Familia  
Under Negotiation: Price and Terms*

3.5 *Government Code 54957—Public Employee Performance Evaluation*  
(a) *Superintendent*

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 President Chinua Rhodes*

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](mailto: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*

7:27 p.m. 8.2 *District Advisory Committees:*

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

**Information**  
*3 minutes each*

- *Student Advisory Council*
- *Black/African American Advisory Board*

7:42 p.m.                      8.3 *Student Member Report (Liam McGurk)*                      **Information**  
5 minutes

**9.0 SPECIAL PRESENTATION**

7:57 p.m.                      9.1 *AB 1200 SEIU Transportation (Rose Ramos)*                      **Action**  
5 minute presentation  
10 minute discussion

8:12 p.m.                      9.2 *Hmong American Day Resolution No. 3318 (Board President Chinua Rhodes)*                      **Action**  
5 minute presentation  
5 minute discussion

8:22 p.m.                      9.3 *Approve Recognition of School Principals' Day Resolution No. 3316 (Dr. Cancy McArn and Dr. Tiffany Smith-Simmons)*                      **Action**  
10 minute presentation  
10 minute discussion

8:42 p.m.                      9.4 *2023-2023 Classified Champions Award (Dr. Tiffany Smith-Simmons)*                      **Information**  
10 minute presentation  
5 minute discussion

8:57 p.m.                      9.5 *2022-2023 Teacher of the Year (Dr. Tiffany Smith-Simmons)*                      **Information**  
5 minute presentation  
5 minute discussion

9:07 p.m.                      9.6 *Approve Resolution No. 3317: To Approve the Urban and Community Forestry Grant Program Application (Rose Ramos)*                      **Action**  
5 minute presentation  
5 minute discussion

9:17 p.m.                      9.7 *Budget Investments Update (Rose Ramos)*                      **Information**  
30 minute presentation  
45 minute discussion

10:32 p.m.                      9.8 *Ad Hoc Committee (Board President Chinua Rhodes)*                      **Action**  
3 minute presentation  
5 minute discussion

10:40 p.m.                      9.9 *Contract for Professional Services for District Governance (Superintendent Jorge A. Aguilar)*                      **Action**  
5 minute presentation  
5 minute discussion

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

10:50 p.m.                      10.1 *Revision to Board Policies 0420.4, 0420.41, 0420.42, 0420.43 (Charter School Authorization, Oversight, Renewal, Revocation) (Amanda Goldman)*                      **1<sup>st</sup> Reading**  
10 minute presentation  
10 minute discussion

## **11.0 COMMUNICATIONS**

11:10 p.m.            11.1 Superintendent's Report (Jorge A. Aguilar)            **Information**  
5 minutes

11:15 p.m.            11.2 President's Report (Chinua Rhodes)            **Information**  
5 minutes

11:20 p.m.            11.3 Information Sharing by Board Members            **Information**  
10 minutes

11:30 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 Albert Einstein field trip to Ashland, OR from May 31-June 2, 2023  
(Lisa Allen)

11:32 p.m.    **13.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS**    **Receive Information**

13.1 Enrollment Report - Month 7 (Rose Ramos)

11:34 p.m.    **14.0 FUTURE BOARD MEETING DATES / LOCATIONS**

✓ May 18, 2023, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting

✓ June 8, 2023, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting

11:36 p.m. **15.0 ADJOURNMENT**

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



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1

**Meeting Date:** May 4, 2023

**Subject:** Public Hearing: AB 1200 Public Disclosure and Approval of MOU  
between SCUSD and the Service Employees International Union

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

**Division:** Labor Relations; Business Services

**Recommendation:** Approve agreement to increase the salary schedule for bus drivers, behind the wheel trainers, and bus driver instructors.

**Background/Rationale:** The parties' agreement is effective beginning December 1, 2022 and in addition to the increase in salary schedule, provides information with respect to the following items:

- Current employees will be placed at Step 3 of the new salary range if they currently have 15 or more years of employment with SCUSD and if they have less than 15 years of current employment with SCUSD they will be placed at Step 2 of the new salary range
- New hires after December 1, 2022 will placed at Step 1 of the salary schedule. Additionally, the District may grant one step for each year of related or allied experience if necessary to recruit highly qualified candidates, provided that no initial placement shall be higher than Step 3.
- District employees with a current and valid School Bus Certificate who volunteer to drive a school bus will compensated hourly by the provision of this MOU.

**Financial Considerations:** Total estimated ongoing cost of \$4.3M across three years and to be funded with unrestricted general fund.

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

**Documents Attached:**

- AB 1200 Disclosure
- MOU between SCUSD and SEIU

**Estimated Time of Presentation:** 5 Minutes  
**Submitted by:** Rose Ramos, Chief Business & Operations Officer  
**Approved by:** Jorge A. Aguilar, Superintendent

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**  
**in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

Name of School District:	Sacramento City Unified School District
Name of Bargaining Unit:	SEIU
Certificated, Classified, Other:	Classified

The proposed agreement covers the period beginning: **December 1, 2022** and ending: **June 30, 2023**  
 (date) (date)

The Governing Board will act upon this agreement on: **May 4, 2023**  
 (date)

**Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.**

**A. Proposed Change in Compensation**

Bargaining Unit Compensation  All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 multiyear and overlapping agreements and Step & Column increases)		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2022-23	2023-24	2024-25
1. <b>Salary Schedule</b> Including Step and Column	\$ 3,661,327	\$ 463,179	\$ 1,112,169	\$ 1,565,630
		12.65%	26.96%	29.90%
2. <b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -	\$ -	\$ -	\$ -
<b>Description of Other Compensation</b>				
3. <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 1,284,027	\$ 162,437	\$ 407,610	\$ 591,025
		12.65%	28.18%	31.88%
4. <b>Health/Welfare Plans</b>	\$ -	\$ -	\$ -	\$ -
5. <b>Total Bargaining Unit Compensation</b> Add Items 1 through 4 to equal 5	\$ 4,945,354	\$ 625,616	\$ 1,519,779	\$ 2,156,655
		12.65%	27.28%	30.42%
6. <b>Total Number of Bargaining Unit Employees</b> (Use FTEs if appropriate)	108.56			
7. <b>Total Compensation Average Cost per Bargaining Unit Employee</b>	\$ 45,554	\$ 5,763	\$ 13,999	\$ 19,866
		12.65%	27.28%	30.42%



**A. Proposed Change in Compensation (Continued)**

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

The agreement is to increase the salary schedule for bus drivers, behind the wheel trainers, and bus driver instructors. The change in year 1 is less than a full year as it is effective 12/1/2022.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No additional steps were added, however the agreement includes language on step placement for current and future employees.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

NA

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes  No   
If yes, please describe the cap amount.

**B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

NA

**C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

NA

**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

N/A

**E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

N/A

**F. Source of Funding for Proposed Agreement:**

1. Current Year

Unrestricted general fund

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

The ongoing cost is to be funded with unrestricted general funds in the current year and subsequent years.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Unrestricted General Fund**

Bargaining Unit:

SEIU

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (3/15/23)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>					
LCFF Revenue	8010-8099	\$ 481,819,485		\$ -	\$ 481,819,485
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ 10,945,417		\$ -	\$ 10,945,417
Other Local Revenue	8600-8799	\$ 5,737,786		\$ -	\$ 5,737,786
<b>TOTAL REVENUES</b>		\$ 498,502,688		\$ -	\$ 498,502,688
<b>EXPENDITURES</b>					
Certificated Salaries	1000-1999	\$ 171,624,430	\$ -	\$ -	\$ 171,624,430
Classified Salaries	2000-2999	\$ 40,050,907	\$ 463,179	\$ -	\$ 40,514,086
Employee Benefits	3000-3999	\$ 120,151,717	\$ 162,437	\$ -	\$ 120,314,154
Books and Supplies	4000-4999	\$ 11,237,166		\$ -	\$ 11,237,166
Services and Other Operating Expenditures	5000-5999	\$ 25,426,997		\$ -	\$ 25,426,997
Capital Outlay	6000-6999	\$ 1,943,622		\$ -	\$ 1,943,622
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,540,000		\$ -	\$ 1,540,000
Transfers of Indirect Costs	7300-7399	\$ (8,445,588)		\$ -	\$ (8,445,588)
<b>TOTAL EXPENDITURES</b>		\$ 363,529,251	\$ 625,616	\$ -	\$ 364,154,867
<b>OTHER FINANCING SOURCES/USES</b>					
Transfers In and Other Sources	8900-8979	\$ 2,342,426	\$ -	\$ -	\$ 2,342,426
Transfers Out and Other Uses	7600-7699	\$ 1,125,542	\$ -	\$ -	\$ 1,125,542
Contributions	8980-8999	\$ (96,991,460)	\$ -	\$ -	\$ (96,991,460)
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ 39,198,861	\$ (625,616)	\$ -	\$ 38,573,245
<b>BEGINNING FUND BALANCE</b>					
	9791	\$ 65,034,532			\$ 65,034,532
Audit Adjustments/Other Restatements	9793/9795				\$ -
<b>ENDING FUND BALANCE</b>		\$ 104,233,393	\$ (625,616)	\$ -	\$ 103,607,777
<b>COMPONENTS OF ENDING FUND BALANCE:</b>					
Nonspendable	9711-9719	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted	9740				
Committed	9750-9760	\$ 32,431,681	\$ -	\$ -	\$ 32,431,681
Assigned	9780	\$ 5,590,812	\$ -	\$ -	\$ 5,590,812
Reserve for Economic Uncertainties	9789	\$ 15,400,712	\$ -	\$ -	\$ 15,400,712
Unassigned/Unappropriated Amount	9790	\$ 50,485,188	\$ (625,616)	\$ -	\$ 49,859,572

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Restricted General Fund  
SEIU**

Bargaining Unit:

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (3/15/23)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>					
LCFF Revenue	8010-8099	\$ 2,251,179		\$ -	\$ 2,251,179
Federal Revenue	8100-8299	\$ 166,700,664		\$ -	\$ 166,700,664
Other State Revenue	8300-8599	\$ 180,523,507		\$ -	\$ 180,523,507
Other Local Revenue	8600-8799	\$ 2,729,302		\$ -	\$ 2,729,302
<b>TOTAL REVENUES</b>		\$ 352,204,651		\$ -	\$ 352,204,651
<b>EXPENDITURES</b>					
Certificated Salaries	1000-1999	\$ 65,501,953	\$ -	\$ -	\$ 65,501,953
Classified Salaries	2000-2999	\$ 31,863,947		\$ -	\$ 31,863,947
Employee Benefits	3000-3999	\$ 89,962,794	\$ -	\$ -	\$ 89,962,794
Books and Supplies	4000-4999	\$ 44,253,450		\$ -	\$ 44,253,450
Services and Other Operating Expenditures	5000-5999	\$ 132,617,677		\$ -	\$ 132,617,677
Capital Outlay	6000-6999	\$ 36,471,844		\$ -	\$ 36,471,844
Other Outgo (excluding Indirect Costs)	7100-7299			\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 7,051,577		\$ -	\$ 7,051,577
<b>TOTAL EXPENDITURES</b>		\$ 407,723,242	\$ -	\$ -	\$ 407,723,242
<b>OTHER FINANCING SOURCES/USES</b>					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ 96,991,460	\$ -	\$ -	\$ 96,991,460
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ 41,472,870	\$ -	\$ -	\$ 41,472,870
<b>BEGINNING FUND BALANCE</b>					
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>		\$ 86,291,134	\$ -	\$ -	\$ 86,291,134
<b>COMPONENTS OF ENDING FUND BALANCE:</b>					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 86,291,134	\$ -	\$ -	\$ 86,291,134
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Combined General Fund**

Bargaining Unit:

SEIU

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (3/15/23)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
<b>REVENUES</b>					
LCFF Revenue	8010-8099	\$ 484,070,664		\$ -	\$ 484,070,664
Federal Revenue	8100-8299	\$ 166,700,664		\$ -	\$ 166,700,664
Other State Revenue	8300-8599	\$ 191,468,924		\$ -	\$ 191,468,924
Other Local Revenue	8600-8799	\$ 8,467,088		\$ -	\$ 8,467,088
<b>TOTAL REVENUES</b>		<b>\$ 850,707,339</b>		<b>\$ -</b>	<b>\$ 850,707,339</b>
<b>EXPENDITURES</b>					
Certificated Salaries	1000-1999	\$ 237,126,383	\$ -	\$ -	\$ 237,126,383
Classified Salaries	2000-2999	\$ 71,914,854	\$ 463,179	\$ -	\$ 72,378,033
Employee Benefits	3000-3999	\$ 210,114,511	\$ 162,437	\$ -	\$ 210,276,948
Books and Supplies	4000-4999	\$ 55,490,617		\$ -	\$ 55,490,617
Services and Other Operating Expenditures	5000-5999	\$ 158,044,674		\$ -	\$ 158,044,674
Capital Outlay	6000-6999	\$ 38,415,466		\$ -	\$ 38,415,466
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,540,000		\$ -	\$ 1,540,000
Transfers of Indirect Costs	7300-7399	\$ (1,394,011)		\$ -	\$ (1,394,011)
<b>TOTAL EXPENDITURES</b>		<b>\$ 771,252,493</b>	<b>\$ 625,616</b>	<b>\$ -</b>	<b>\$ 771,878,109</b>
<b>OTHER FINANCING SOURCES/USES</b>					
Transfer In and Other Sources	8900-8979	\$ 2,342,426	\$ -	\$ -	\$ 2,342,426
Transfers Out and Other Uses	7600-7699	\$ 1,125,542	\$ -	\$ -	\$ 1,125,542
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>		<b>\$ 80,671,730</b>	<b>\$ (625,616)</b>	<b>\$ -</b>	<b>\$ 80,046,114</b>
<b>BEGINNING FUND BALANCE</b>					
Audit Adjustments/Other Restatements	9791 9793/9795	\$ 109,852,797 \$ -			\$ 109,852,797 \$ -
<b>ENDING FUND BALANCE</b>		<b>\$ 190,524,527</b>	<b>\$ (625,616)</b>	<b>\$ -</b>	<b>\$ 189,898,911</b>
<b>COMPONENTS OF ENDING FUND BALANCE:</b>					
Nonspendable	9711-9719	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted	9740	\$ 86,291,134	\$ -	\$ -	\$ 86,291,134
Committed	9750-9760	\$ 32,431,681	\$ -	\$ -	\$ 32,431,681
Assigned	9780	\$ 5,590,812	\$ -	\$ -	\$ 5,590,812
Reserve for Economic Uncertainties	9789	\$ 15,400,712	\$ -	\$ -	\$ 15,400,712
Unassigned/Unappropriated Amount	9790	\$ 50,485,188	\$ (625,616)	\$ -	\$ 49,859,572

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

Sacramento City Unified School District  
**Public Disclosure of Proposed Collective Bargaining Agreement**

**Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:**

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4g: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4h: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Additional Comments:

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Unrestricted General Fund MYP**

Bargaining Unit:

SEIU

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
LCFF Revenue 8010-8099	\$ 481,819,485	\$ 497,966,273	\$ 494,708,355
Federal Revenue 8100-8299	\$ -	\$ -	\$ -
Other State Revenue 8300-8599	\$ 10,945,417	\$ 10,945,417	\$ 10,945,417
Other Local Revenue 8600-8799	\$ 5,737,786	\$ 5,737,786	\$ 5,737,786
<b>TOTAL REVENUES</b>	\$ 498,502,688	\$ 514,649,476	\$ 511,391,558
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 171,624,430	\$ 178,005,578	\$ 179,997,232
Classified Salaries 2000-2999	\$ 40,514,086	\$ 42,865,070	\$ 44,615,165
Employee Benefits 3000-3999	\$ 120,314,154	\$ 133,006,413	\$ 138,705,430
Books and Supplies 4000-4999	\$ 11,237,166	\$ 14,285,184	\$ 14,642,352
Services and Other Operating Expenditures 5000-5999	\$ 25,426,997	\$ 25,329,424	\$ 25,986,592
Capital Outlay 6000-6999	\$ 1,943,622	\$ 261,354	\$ 261,354
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,540,000	\$ 1,540,000	\$ 1,540,000
Transfers of Indirect Costs 7300-7399	\$ (8,445,588)	\$ (7,984,479)	\$ (6,587,059)
Other Adjustments			
<b>TOTAL EXPENDITURES</b>	\$ 364,154,867	\$ 387,308,544	\$ 399,161,066
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ 2,342,426	\$ 2,342,426	\$ 2,342,426
Transfers Out and Other Uses 7600-7699	\$ 1,125,542	\$ 1,125,542	\$ 1,125,542
Contributions 8980-8999	\$ (96,991,460)	\$ (105,512,812)	\$ (114,588,050)
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ 38,573,245	\$ 23,045,004	\$ (1,140,674)
<b>BEGINNING FUND BALANCE</b>			
9791	\$ 65,034,532	\$ 103,607,777	\$ 126,652,781
Audit Adjustments/Other Restatements 9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>	\$ 103,607,777	\$ 126,652,781	\$ 125,512,107
<b>COMPONENTS OF ENDING FUND BALANCE:</b>			
Nonspendable 9711-9719	\$ 325,000	\$ 325,000	\$ 325,000
Restricted 9740			
Committed 9750-9760	\$ 32,431,681	\$ 41,439,681	\$ 41,439,681
Assigned 9780	\$ 5,590,812	\$ 1,505,730	\$ 1,505,730
Reserve for Economic Uncertainties 9789	\$ 15,400,712	\$ 13,605,838	\$ 12,954,648
Unassigned/Unappropriated Amount 9790	\$ 49,859,572	\$ 69,776,532	\$ 69,287,048

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Restricted General Fund MYP**

Bargaining Unit:

SEIU

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
LCFF Revenue 8010-8099	\$ 2,251,179	\$ 2,251,179	\$ 2,251,179
Federal Revenue 8100-8299	\$ 166,700,664	\$ 89,533,951	\$ 46,280,971
Other State Revenue 8300-8599	\$ 180,523,507	\$ 108,612,616	\$ 108,612,616
Other Local Revenue 8600-8799	\$ 2,729,302	\$ 2,474,029	\$ 2,474,029
<b>TOTAL REVENUES</b>	<b>\$ 352,204,651</b>	<b>\$ 202,871,775</b>	<b>\$ 159,618,795</b>
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 65,501,953	\$ 70,296,818	\$ 79,996,649
Classified Salaries 2000-2999	\$ 31,863,947	\$ 31,240,738	\$ 32,609,801
Employee Benefits 3000-3999	\$ 89,962,794	\$ 90,704,970	\$ 87,756,217
Books and Supplies 4000-4999	\$ 44,253,450	\$ 20,757,891	\$ 19,836,393
Services and Other Operating Expenditures 5000-5999	\$ 132,617,677	\$ 88,789,984	\$ 89,488,147
Capital Outlay 6000-6999	\$ 36,471,844	\$ 6,553,257	\$ 1,969,923
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		
Transfers of Indirect Costs 7300-7399	\$ 7,051,577	\$ 6,590,468	\$ 5,193,048
Other Adjustments		\$ (1,610,471)	\$ (3,424,848)
<b>TOTAL EXPENDITURES</b>	<b>\$ 407,723,242</b>	<b>\$ 313,323,656</b>	<b>\$ 313,425,330</b>
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 96,991,460	\$ 105,512,812	\$ 114,588,050
<b>OPERATING SURPLUS (DEFICIT)*</b>	<b>\$ 41,472,870</b>	<b>\$ (4,939,069)</b>	<b>\$ (39,218,485)</b>
<b>BEGINNING FUND BALANCE</b>			
9791	\$ 44,818,264	\$ 86,291,134	\$ 81,352,065
Audit Adjustments/Other Restatements 9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>	<b>\$ 86,291,134</b>	<b>\$ 81,352,065</b>	<b>\$ 42,133,580</b>
<b>COMPONENTS OF ENDING FUND BALANCE:</b>			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 86,291,134	\$ 81,352,065	\$ 42,133,580
Committed 9750-9760			
Assigned 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**



Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Combined General Fund MYP**

Bargaining Unit: SEIU

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
LCFF Revenue 8010-8099	\$ 484,070,664	\$ 500,217,452	\$ 496,959,534
Federal Revenue 8100-8299	\$ 166,700,664	\$ 89,533,951	\$ 46,280,971
Other State Revenue 8300-8599	\$ 191,468,924	\$ 119,558,033	\$ 119,558,033
Other Local Revenue 8600-8799	\$ 8,467,088	\$ 8,211,815	\$ 8,211,815
<b>TOTAL REVENUES</b>	<b>\$ 850,707,339</b>	<b>\$ 717,521,251</b>	<b>\$ 671,010,353</b>
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 237,126,383	\$ 248,302,396	\$ 259,993,881
Classified Salaries 2000-2999	\$ 72,378,033	\$ 74,105,808	\$ 77,224,966
Employee Benefits 3000-3999	\$ 210,276,948	\$ 223,711,383	\$ 226,461,647
Books and Supplies 4000-4999	\$ 55,490,617	\$ 35,043,075	\$ 34,478,745
Services and Other Operating Expenditures 5000-5999	\$ 158,044,674	\$ 114,119,408	\$ 115,474,739
Capital Outlay 6000-6999	\$ 38,415,466	\$ 6,814,611	\$ 2,231,277
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,540,000	\$ 1,540,000	\$ 1,540,000
Transfers of Indirect Costs 7300-7399	\$ (1,394,011)	\$ (1,394,011)	\$ (1,394,011)
Other Adjustments		\$ (1,610,471)	\$ (3,424,848)
<b>TOTAL EXPENDITURES</b>	<b>\$ 771,878,109</b>	<b>\$ 700,632,199</b>	<b>\$ 712,586,396</b>
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ 2,342,426	\$ 2,342,426	\$ 2,342,426
Transfers Out and Other Uses 7600-7699	\$ 1,125,542	\$ 1,125,542	\$ 1,125,542
Contributions 8980-8999	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	<b>\$ 80,046,114</b>	<b>\$ 18,105,936</b>	<b>\$ (40,359,159)</b>
<b>BEGINNING FUND BALANCE</b>			
9791	\$ 109,852,797	\$ 189,898,911	\$ 208,004,847
Audit Adjustments/Other Restatements 9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>	<b>\$ 189,898,911</b>	<b>\$ 208,004,847</b>	<b>\$ 167,645,687</b>
<b>COMPONENTS OF ENDING FUND BALANCE:</b>			
Nonspendable 9711-9719	\$ 325,000	\$ 325,000	\$ 325,000
Restricted 9740	\$ 86,291,134	\$ 81,352,065	\$ 42,133,580
Committed 9750-9760	\$ 32,431,681	\$ 41,439,681	\$ 41,439,681
Assigned 9780	\$ 5,590,812	\$ 1,505,730	\$ 1,505,730
Reserve for Economic Uncertainties 9789	\$ 15,400,712	\$ 13,605,838	\$ 12,954,648
Unassigned/Unappropriated Amount 9790	\$ 49,859,572	\$ 69,776,532	\$ 69,287,048

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

		2022-23	2023-24	2024-25
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 773,003,651	\$ 701,757,741	\$ 713,711,938
b.	Less: Special Education Pass-Through Funds		\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 773,003,651	\$ 701,757,741	\$ 713,711,938
d.	State Standard Minimum Reserve Percentage for this District Enter percentage	2.00%	2.00%	2.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 15,460,073	\$ 14,035,155	\$ 14,274,239

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 15,400,712	\$ 13,605,838	\$ 12,954,648
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 49,859,572	\$ 69,776,532	\$ 69,287,048
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 65,260,284	\$ 83,382,370	\$ 82,241,696
f.	Reserve for Economic Uncertainties Percentage	8.44%	11.88%	11.52%

3. Do unrestricted reserves meet the state minimum reserve amount?

2022-23	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2023-24	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2024-25	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

Sacramento City Unified School District  
Public Disclosure of Proposed Collective Bargaining Agreement

**I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES (CONTINUED)**

**5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.**

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 625,616
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (625,616)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ -
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ -
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (625,616)

Variance \$ -

**Variance Explanation:**

**6. Will this agreement create or increase deficit financing in the current or subsequent years?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ 80,671,730	10.4%	
Current FY Surplus/(Deficit) after settlement(s)?	\$ 80,046,114	10.4%	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 18,105,936	2.6%	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$(40,359,159)	(5.7%)	Spending down restricted fund balance gran

**Deficit Reduction Plan (as necessary):**

**7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?**

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 8a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ (1,610,471)	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ (3,424,848)	

Sacramento City Unified School District  
**Public Disclosure of Proposed Collective Bargaining Agreement**

**J. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT**

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Sacramento City Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from December 1, 2022 through June 30, 2023.

**Board Actions**

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

**Budget Adjustment Categories:**

	<b>Budget Adjustment Increase/(Decrease)</b>
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 625,616
Ending Balance(s) Increase/(Decrease)	\$ (625,616)

Subsequent Years

**Budget Adjustment Categories:**

	<b>Budget Adjustment Increase/(Decrease)</b>
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 3,676,434
Ending Balance(s) Increase/(Decrease)	\$ (3,676,434)

**Budget Revisions**

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

**Assumptions**

See attached page for a list of the assumptions upon which this certification is based.

**Certifications**

I hereby certify                       I am unable to certify

\_\_\_\_\_ **District Superintendent**  
(Signature)

\_\_\_\_\_ **Date**

I hereby certify                       I am unable to certify

\_\_\_\_\_ **Chief Business Official**  
(Signature)

\_\_\_\_\_ **Date**

**Special Note:** The Sacramento County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.



**K. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Sacramento City Unified School District

**District Name**

**District Superintendent  
(Signature)**

[Redacted Signature]

**Contact Person**

**Date**

[Redacted Date]

**Phone**

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on May 4, 2023, took action to approve the proposed agreement with SEIU.

**President (or Clerk), Governing Board  
(Signature)**

**Date**

**Special Note:** The Sacramento County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

TA  
 April 17, 2023  
 5 PM

**Memorandum of Understanding  
 Between  
 SEIU Local 1021  
 and the  
 Sacramento City Unified School District (SCUSD)**

This Memorandum of Understanding (“MOU”) is entered into between SEIU Local 1021 (“SEIU 1021 or “Union”) and the Sacramento City Unified School District (“District”) (collectively “Parties”) regarding terms agreed to in the 2020-2023 Collective Bargaining Agreement (“CBA”), Article 6.1. The provision requires both Parties to meet as a Special Salary Adjustment committee and discuss the District’s ability to retain and recruit Bus Drivers. The Parties have identified factors that could improve the recruitment and retention of Bus Drivers, Delegated Behind-the-Wheel Trainers, and School Bus Driver Instructors. The following provisions will go into effect December 1, 2022.

1. In recognition of the need to provide a competitive salary with competing jurisdictions in the Sacramento region, the District has created a new salary schedule for Bus Drivers, Delegated Behind-the-Wheel Trainers, and School Bus Driver Instructors.

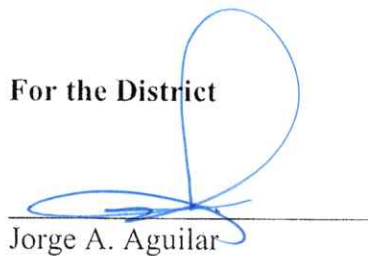
<b>Bus Drivers (0920)</b>				
<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Hourly	Hourly	Hourly	Hourly	Hourly
22.42	24.66	27.12	29.83	32.81
<b>Delegated Behind-the-Wheel Trainer</b>				
<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Hourly	Hourly	Hourly	Hourly	Hourly
23.54	25.89	28.48	31.33	34.46
<b>School Bus Driver Instructor (0904)</b>				
<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Hourly	Hourly	Hourly	Hourly	Hourly
24.66	27.13	29.84	32.82	36.10

2. Staff shall be placed and will move between steps according to the terms below.
  - A. Current employees will be placed at Step 3 of the new salary range if they currently have 15 or more years of employment with SCUSD and if they have less than 15 years of current employment with SCUSD they will be placed at Step 2 of the new salary range.
  - B. New hire Bus Drivers, Delegated Behind-the-Wheel Trainers, and School Bus Driver Instructors hired after December 1, 2022 will be placed at Step 1 of the salary

schedule. The District may grant the new hire Bus Driver, Delegated Behind-the-Wheel Trainer and School Bus Driver instructor (1) step for each year of related or allied experience if necessary to recruit highly qualified candidates, provided that no initial placement shall be higher than the Step 3 of the range. New hire Bus Drivers, Delegated Behind-the-Wheel Trainer, School Bus Driver Instructor will progress to the next step of the salary range on their anniversary date.

- C. District employees with a current and valid School Bus Certificate who volunteer to drive a school bus will be compensated hourly by the provisions of this memorandum of understanding (MOU), including but not limited to, 2 A. above. Hourly rates will be the step that provides a minimum of 5% increase of their current salary. Any and all hours of working out of class per this provision will be calculated as a bus driver.
3. Bus Drivers, Delegated Behind-the-Wheel Trainers, and School Bus Driver Instructors will be eligible for wage increases negotiated by SCUSD and SEIU 1021 pursuant to wage reopener (2022-2023) and successor contract (July 1, 2023 and onward) negotiations between SCUSD and SEIU 1021 and the Class and Compensation study, if any.

**For the District**



Jorge A. Aguilar

**For SEIU 1021**



4/17/23

Karla Faucett



Hari Subramanian

4/18/23





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.2

**Meeting Date:** May 4, 2023

**Subject:** Approval of Hmong American Day Resolution 3318

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

**Division:** Board of Education

**Recommendation:** Approval of Hmong American Day Resolution 3318

**Background/Rationale:** The approval of the attached Resolution recognizes Hmong American Day on May 14, a time to remember, celebrate and honor Hmong people's history, culture, stories and contributions.

**Financial Considerations:** None.

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

**Documents Attached:**  
Resolution 3318

<p><b>Estimated Time of Presentation:</b> 5 minutes <b>Submitted by:</b> Chinua Rhodes, Board President <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
--

AMENDED

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

**HMONG AMERICAN DAY RESOLUTION NO. 3318**

**WHEREAS**, May 14, 2023, marks the forty-eighth anniversary of the fall of Long Cheng, a United States-Hmong airbase in Laos during the Laotian Civil War where the Hmong allied with the United States fought together in Laos against the North Vietnamese, also known as the Secret War from 1961-1975; and

**WHEREAS**, approximately 30,000-40,000 Hmong soldiers were killed during the Secret War, that included many Hmong soldiers who were under 18 years old, the United States helped Hmong refugees flee to Thailand on May 14, 1975 and more than 100,000 Hmong refugees to come to the United States starting in December, 1975; and

**WHEREAS**, May 14 (Hmong American Day) is a time to remember and honor Hmong people's history, stories, and contributions in the Vietnam War. May 14, 1975, was the last airlift evacuation of Hmong soldiers and families from Laos to a refugee camp in Thailand; and

**WHEREAS**, Many Hmong refugees and their families immigrated to the United States, and today over 40,000 of the more than 325,000 Hmong Americans are residents of Sacramento County; and

**WHEREAS**, Like many immigrant groups before them, Hmong refugees resettled to the United States to escape war and persecution, to find opportunities and to better their lives and the lives of their children; and

**WHEREAS**, Hmong Americans are helping build a vibrant and diverse California, contributing socially, politically, and economically to our State, many of the Hmong have become America's success stories from having nothing to becoming educators, engineers, nurses, doctors, lawyers, professional athletes, fire fighters, soldiers, elected officials and more. Today recognizes and celebrates the history, culture, and contributions of Hmong Americans in California.

**NOW, THEREFORE BE IT RESOLVED**, that the Sacramento City Unified School District Board of Education, do hereby recognize May 14, 2023, as Hmong American Day.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 4th day of May, 2023, by the following vote:

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

AMENDED

ATTESTED TO:

---

Chinua Rhodes  
President of the Board of Education

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Jorge A. Aguilar  
Secretary of the Board of Education



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.3

**Meeting Date:** May 4, 2023

**Subject:** Approve Resolution 3316: Recognition of School Principals' Day May 1, 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 Resolution No. 3316: Recognition of Principals' Day, May 1, 2023

**Background/Rationale:**

School Principals' Day, May 1, 2023, the success of every school and student depends on the effectiveness of our school leaders, and National School Principals' Day is one way we can promote the importance of and investments in school leadership. We need and value our school principals.

**Financial Considerations:** N/A

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

**Documents Attached:**

1. Resolution No. 3316

**Submitted by:** Cancy McArn, Ed.D, Chief Human Resources Officer

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

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

**RESOLUTION NO. 3316**

**RECOGNITION OF SCHOOL PRINCIPALS' DAY, MAY 1, 2023**

**WHEREAS**, May 1, 2023 has been designated as School Principals' Day; and

**WHEREAS**, today's school principal is a team leader, coach, counselor, collaborator, cheerleader, and more, all in one; and

**WHEREAS**, being a site instructional leader and building a positive school culture and climate on campus may be the most critical roles of a principal's duty to all students; and

**WHEREAS**, instructional leadership of principals involves setting clear goals, managing curriculum, monitoring lesson plans, allocating resources equitably and evaluating data regularly to drive grade level readiness, and

**WHEREAS**, when good school leaders excel, they're actions can change the lives of students, staff, and community members; and

**WHEREAS**, principals overcome obstacles and challenges daily to make a difference in the lives of students and families; and

**WHEREAS**, we are fortunate to have dedicated site leaders that go above and beyond each and every day for the District's students.

**NOW, THEREFORE, BE IT RESOLVED** that the Sacramento City Unified School District Board of Education commends our principals and encourages parents and the community to recognize the efforts of principals as we celebrated May 1, 2023.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 4th day of May 2023, by the following vote:

AYES :

NOES:

ABSTAIN:

ABSENT:

ATTESTED TO:

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Chinua Rhodes  
President of the Board of Education

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Jorge A. Aguilar  
Secretary of the Board of Education



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.4

**Meeting Date:** May 4, 2023

**Subject:** 2023-2024 Classified Champions

- 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:** N/A

**Background/Rationale:** N/A

**Financial Considerations:** N/A

**LCAP Goal(s):** Safe, Emotionally Healthy and Engaged Students

**Documents Attached:**

1. Names of Classified Champions.

**Estimated Time of Presentation:** 5 minutes

**Submitted by:** Cancy McArn, Chief Human Resources Officer

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

### 2023-2024 Classified Champions

#	Employee Names	Site	Position	Years of Service
1	Alba Rivera-Valdemar	Oak Ridge	Parent Advisor	4 years
2	Alicia Mendoza	Oak Ridge	Attendance Clerk	4 years
3	Alina Axacal	Martin Luther King Jr.	Office Manager	4 years
4	Amy Hanrahan	Rosemont	Instructional Aide	4 years
5	Angela French	Nutrition Services	Food Service Lead	6 years
6	Angela Ruelas	Human Resources	Personnel Technician II	8 years
7	April Larios	Nutrition Services	Food Service Lead	6 years
8	Beth Huff	Nutrition Services	Cafeteria Manager	31 years
9	Carlos Morris	Facilities	Locksmith	5years
10	Christina Facio	Sutter	Classroom SPED Aide	37 years
11	Colleen Heinrich	Special Education	Job Developer	18 years
12	Crystal Miller	OW Erlewine	instructional aide	20 years
13	Danny Richards	Transportation	Bus Driver	9 years
14	Darik Lobotzke	Central Printing	Material Lab	8 years
15	Debbie Aldama	Hiram Johnson	Attendance Technician	28 years
16	Elaine Zepeda	Special Education	Applications Specialist - Spec Ed	6 years
17	Elva Lopez	Washington	Office Manager	2 years
18	Erika Del Toro Figueroa	Nutrition Services	Food Production Assistant	4 years
19	Francisco Padilla	C. K. McClatchy	CUSTODIAN	21 years
20	Genie Espinoza	Nutrition Services	Purchasing and Warehouse Specialist	8 years
21	Haley Zapien	Martin Luther King Jr.	Clerk II	1 year
22	Irene Hainsworth	Rosemont	Office Tech III	16 years
23	Jessica M. Aguilar	Nutrition Services	FSA Lead	6 years
24	Katie Santora	Nutrition Services	Food Service Lead	13 years
25	Kelsey Amick	John Still, K-8	Office Tech	1 year
26	Kim Kline	Caleb Greenwood	RSP Instructional Aide	27 years
27	Kimberly Williams	Phoebe Hearst	Yard Duty	18 years
28	Kyle Shin	Isador Cohen	Instructional Aide/Computer Lab Assistant	4 years
29	Kyrstie Hazelbaker	Nutrition Services	Program Specialist	12 years
30	Leng Vang	Youth Development	College mentor	7 years
31	Linda Leou-Dalvi	Hubert Bancroft	Paraprofessional	22 years
32	Marianela Pareja	Nutrition Services	F S A I	7 years
33	Marianne Sabillo	John F. Kennedy	Office Technician IV	14 years
34	Marla Lobotzke	Central Printing	Print Shop Technician II	8 years
35	Mary Sandlin	Woodbine	Parent adviser	8 years

#	Employee Names	Site	Position	Years of Service
36	Meghan Yamamoto	C. K. McClatchy	Instructional Aide and Athletic Trainer	1 year
37	Nicole Rohrer	Special Education	Job Developer	20 years
38	Ofelia Licarrage Lopez	Nutrition Services	Nutrition Services School Site Lead	2 years
39	Patricia Leggette	John Morse	Educational Aide	8 years
40	Rachel Hughes	Nutrition Services	Food Service Assistant	5 years
41	Robin Garcia	Fern Bacon	Special education Para	26 years
42	Roxanne Jefferson	Technology Services	Application Specialist III	24 years
43	Roxanne Torres	Will C Wood	Campus Monitor	26 years
44	Sean Brainerd	Communications	Marketing Specialist	2 years
45	Shannon Esparza	Capital City	Office Manager	8 years
46	Sharon Desmond	Nutrition Services	Food Service Assistant	14 years
47	Stefanie Peterson	Nutrition Services	Food Service Lead	7 years
48	Stephani Ehrk	Albert Einstein	Office Manager	22 years
49	Suzie Holquin	Nutrition Services	Milri-Site Supervisor	24 years
50	Sylvia Rincon	Washington	Instructional Aide, Special Education	18 years
51	Teresa Lopez	New Joseph Bonnheim	Yard duty	11 years
52	Tia Andrade	Nutrition Services	Food Service Lead	19 years
53	Todd Guetling	School of Engineering & Sciences	Plant Manager	7 years
54	Tracy Feickert	Sutter	Office Technician III	16 years
55	Valentina Pamujac	Susan B Anthony	Plant Manager	4 years
56	Valerie Levin	Human Resources	Personnel Technician I	29 years
57	Victor Wong	Luther Burbank	Tech support at Burbank	16 years
58	Yolanda Marculescu	Nutrition Services	Multi-Site Supervisor	8 years





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.5

**Meeting Date:** May 4, 2023

**Subject:** 2023-2024 Teacher of the Year

- 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:** N/A

**Background/Rationale:** N/A

**Financial Considerations:** N/A

**LCAP Goal(s):** Safe, Emotionally Healthy and Engaged Students

**Documents Attached:**

1. Names of the Teacher of the Year will be announced at the Board Meeting.

**Estimated Time of Presentation:** 5 minutes

**Submitted by:** Cancy McArn, Chief Human Resources Officer

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



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.6

**Meeting Date:** May 4, 2023

**Subject:** Approve Resolution No. 3317: To Approve the Urban and Community Forestry Grant Program Application

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

**Division:** Facility Support Services

**Recommendation:** Approve Resolution No. 3317: To Approve the Urban and Community Forestry Grant Program Application.

**Background/Rationale:** SCUSD's Facilities Department is applying for a CAL-Fire Urban & Community Forestry Program-funded Green Schoolyards grant, which we have named: *Building Climate Resiliency Through Schoolyard Equity*. Thirteen campuses are represented in the \$30-million, 3-year grant program. Each site can receive up to \$2.5 million over the grant period. The thirteen campuses were selected using our Facilities Master Plan equity index. The grant is intended to create green schoolyards to protect the health, well-being, and educational opportunity of children most vulnerable to increasing temperatures and extreme heat across California.

**Financial Considerations:** \$30 million grant to reimburse bond dollars upon regular invoicing yet to be determined. The grant funding includes covering the cost of 2.0 Full Time Equivalency of key staff involved for five year (two years beyond the end of the grant).

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

**Documents Attached:**

1. Resolution No. 3313

**Estimated Time of Presentation:** 5 minutes

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

Nathaniel Browning, Director I of Facilities

Chamberlain Segrest, Environmental Sustainability Manager

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

# RESOLUTION

**NOTE: DO NOT CHANGE THE FORMAT OR VERBIAGE IN THIS RESOLUTION FORMAT WITHOUT WRITTEN APPROVAL OF CAL FIRE STAFF.**

Resolution No.: 3317

RESOLUTION OF THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
(Title of Governing Body) (City/County/District/nonprofit)

FOR FUNDING FROM THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM OF THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION.

WHEREAS, the Governor of the State of California in cooperation with the State Legislature has appropriated General Funds for the state's urban forestry programs; and

WHEREAS, the State Department of Forestry and Fire Protection has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies and non-profit organizations under the program, and

WHEREAS, said procedures established by the Department of Forestry and Fire Protection require the applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, the applicant will enter an agreement with the State of California to carry out an urban forestry project;

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified School District Board of Education:  
(Title of Governing Body)

1. Approved the filing of an application for the Urban and Community Forestry grant program funds; and
2. Certifies that said applicant has or will have sufficient funds to operate and maintain the project; and,
3. Certifies that funds under the jurisdiction of the Board of Education are available to begin the project.  
(Title of Governing Body)
4. Certifies that said applicant will expend grant funds prior to March 30, 2026.
5. Appoints Chief Business & Operations Officer, or a designee, as agent of the Board of Education to conduct negotiations,  
(Position Title) (Title of Governing Body)

execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the afore mentioned project.

**Approved and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

I, the undersigned, hereby certify that the foregoing Resolution, number \_\_\_\_\_, was duly adopted by the following roll call vote of the Sacramento City Unified School District Board of Education.

(City Council/Board of Supervisor/Board of Directors)

Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_ (Clerk signature)



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.7

**Meeting Date:** May 4, 2023

**Subject:** 2023-2024 Budget (District) Proposed Investments

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

**Division:** Business Services

**Recommendation:** Receive information on 2023-2024 Proposed Budget Investments enrollment.

**Background/Rationale:** In June 2023, the Board will take action to adopt the 2023-2024 District Budget. The District will present proposed investments.

**Financial Considerations:** Potential impact to the District's 2023-2024 Adopted Budget

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

**Documents Attached:**

N/A

**Estimated Time:** 30 Minutes

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

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



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.8

**Meeting Date:** May 4, 2023

**Subject:** Appointment of Board Members to Advisory Subcommittee on  
Legislation

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

**Division:** Board of Education

**Recommendation:** Approval of Board Members to Advisory Subcommittee on pending legislation.

**Background/Rationale:** The recommendation is to approve Board Members to this subcommittee to review pending legislation during the 2023 session that impacts the District.

**Financial Considerations:** None.

**Documents Attached:** None.

<p><b>Estimated Time of Presentation:</b> 3 minutes <b>Submitted by:</b> Chinua Rhodes, Board President <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.9

**Meeting Date:** May 4, 2023

**Subject:** Contract for Professional Services for District Governance

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

**Division:** Board of Education

**Recommendation:** Approve the Council of the Great City Schools contract for governance training.

**Background/Rationale:** The District's Governing Board has been provided an agreement for professional services provided by the Council of the Great City Schools to provide training, coaching, confidential and closed session advising, professional development, and facilitation of discussions regarding the District's long-term vision and strategic plan.

**Financial Considerations:** Up to \$150,000 not inclusive of travel expenses for vendor.

**LCAP Goal(s):** Operational Excellence

**Documents Attached:**

1. CGCS Professional Services Contract

**Estimated Time of Presentation:** 5 minutes

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

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

# **Council of the Great City Schools**

## **Contract for Professional Services**

### **Assisting with Member District Governance**

The following agreement describes ongoing professional services provided by the **Council of the Great City Schools** (“Council”) located at 1331 Pennsylvania Avenue, N.W., Suite 1100N, Washington, D.C. 20004 to Sacramento City Unified School District located at 5735 47<sup>th</sup> Avenue, Sacramento, CA, 95824.

#### **Scope**

The Council shall provide professional services to the District’s governing team — school board and superintendent — that include, but are not limited to, training, coaching, confidential and closed session advising, professional development, and facilitation of discussions regarding the district’s long-term vision and strategic plan.

#### **Term**

This contract shall begin on May 4, 2023. This agreement shall remain effective up to 24 months after date of execution, unless terminated earlier by either party.

### **Costs to the District for a 2-Year Services Agreement**

The fee for this two-year term is \$60,000. However, a discount of \$20,000 will be given if the School Board’s vote to approve this agreement is unanimous. A copy of the board resolution reflecting the board’s vote and an agreed upon “Board Implementation Timeline” should be included with the signed agreement. The fee is due upon execution of this agreement. Should the agreed upon “Board Implementation Timeline” is not met, the maximum amount that may be paid by the District for the Services, exclusive of travel expenses, is \$100,000 per a 12-month period (for unanimous vote), or \$150,000 (for non-unanimous vote) as described below. The Initial Leadership Training and Support typically involves two days of on-site or virtual visits by Council team members. The fees are inclusive of preparation and planning prior to session.

- **Travel expenses**: The District shall reimburse the Council for all travel related expenses incurred and necessary for the performance of the Services up to a total effective rate not to exceed \$2,500 per person, per trip. Such reimbursement shall include, but is not limited to, transportation to and within the region, lodging, and meals and will comply with all district policies, as well as state and local statutes.

#### **Additional Cost to the District**

- **Compensation for Additional Leadership Training**: Additional in-person training and facilitation are provided as mutually agreed upon at the cost of \$20,000 per full session.
- **Compensation for Coaching Support**: In addition to the Leadership Training requested and provided above, the Council will provide ongoing monthly coaching, strategic planning, and implementation support to the district (either individually or in groups). The total fee paid for the Ongoing Coaching Support, which is tracked by Council staff, shall be invoiced by the Council at the termination of the contract. The



amount invoiced shall be at a rate of \$1,000 per day or at a rate of \$150 per hour – whichever is less.

- **Subject Matter Experts:** Service from Consultants who are Subject Matter Experts may be provided if needed at \$1,000 per full day of service or at a rate of \$150 per hour—whichever is less. This amount shall be invoiced after delivery of their services.

**Waiver of Additional Fees**

Notwithstanding the language above, the Council agrees to waive Additional Leadership Training and all Coaching Support fees in the event District:

- Develops a “Board Implementation Timeline” identifying measurable, objective and attainable work products or activities to be completed during the term of the contract. The district’s approved Timeline is included as Exhibit A.

and,

- Completes the work products or activities within the Board Implementation Timeline that had deadlines occurring prior to the termination of the contract. The determination as to whether there was completion of the relevant work products or activities shall be made by the Council in consultation with the board chair.

**Termination**

Either party may terminate this agreement without cause after written notification to the other party at least thirty (30) calendar days in advance. Any termination prior to completion of the items in the Board Implementation Timeline will forgo the benefits described in the Waiver of Additional Fees section of this agreement and require immediate payment for all services rendered.

Signatures below signify acceptance of this agreement.

Approval by District Representative:

_____	_____	_____
Signature	Full Name & Title	Date

Approval by Council Representative:

_____	_____	_____
Signature	Raymond C. Hart, Executive Director	Date

# Exhibit A (SAMPLE)

## Board Implementation Timeline

### Overview

The Sacramento City Unified School District Board has identified the following objectives it wants to pursue to increase its focus on improving student outcomes.

#### 1. Identify, clarify, and monitor progress regarding the community's vision and values

- Clearly identify the board's SMART Goals and Guardrails to improve student outcomes from within the existing Strategic Plan;
- Adopt a monitoring calendar to serve as the framework for the Goals and Guardrails;
- Implement a two-way community engagement process to engage, listen, and report on the community's vision and values for students;
- Conduct quarterly self-evaluations to track the board's growth towards focusing on the adopted Goals and honoring of the adopted Guardrails; and,
- Conduct annual superintendent evaluations based on the board's adopted Goals and Guardrails.

#### 2. Redesign board meetings to be more focused on the Goals

- Invest at least fifty percent (50%) of board meeting time each month into monitoring progress toward the Goals (once they are adopted);
- Review board agenda to create alignment with the Goals and Guardrails;
- Conduct an analysis of how much time is spent on various items during the course of a given board meeting; and,
- Review board calendar to create alignment with the Goals and Guardrails.

#### 3. Codify board processes and practices

- Review and, if needed, revise the board's operating procedures to clarify distinct work of the board (governance) and superintendent (management) as well as the shared work of both parties; and,
- Provide effective governance trainings for community members.

The Board Chair, Board Admin, Superintendent, and CGCS Coach will meet monthly to coordinate activities.

### Additional Resources

[Student Outcomes Focused Governance Manual](#)



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1

**Meeting Date:** May 4, 2023

**Subject:** Revision to Board Policies 0420, 0420.1, 0420.2, 0420.3 (Charter School Authorization, Oversight, Renewal, Revocation).

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: May 18, 2023)
- Conference/Action
- Action
- Public Hearing

**Division:** Deputy Superintendent's Office

**Recommendation:** Approve revised administrative regulation AR 0420.4 (Charter School Authorization), revised board policy BP 0420.1 (Charter School Authorization), revised board policy BP 0420.41 (Charter School Oversight), revised board policy BP 0420.42 (Charter School Renewal), and revised board policy BP 0420.43 (Charter School Revocation).

**Background/Rationale:** California Assembly Bill 1505 was signed into law in 2019. It significantly updated legal standards for charter oversight in the state. To date, SCUSD has not adopted revised board policies or administrative regulations consistent with this legal standard. These revised board policies are based on models from the California School Board Association (CSBA). Similar policies are in place in many surrounding districts and counties.

**Financial Considerations:** There are no financial impacts.

**LCAP Goal(s):** Goal 8: Basic Services and Districtwide Operations/Supports

**Documents Attached:**

1. Executive Summary
2. Administrative Regulation 0420.4 (clean)
3. Administrative Regulation 0420.4 (redline)
4. Board Policy 0420.4 – Charter Authorization (clean)
5. Board Policy 0420.4 – Charter Authorization (redline)
6. Board Policy 0420.41 – Charter Oversight (clean)
7. Board Policy 0420.41 – Charter Oversight (redline)
8. Board Policy 0420.42 – Charter Renewal (clean)
9. Board Policy 0420.42 – Charter Renewal (redline)
10. Board Policy 0420.43 – Charter Revocation (clean)
11. Board Policy 0420.43 – Charter Revocation (redline)

**Estimated Time of Presentation:** 10 minutes

**Submitted by:** Lisa Allen, Deputy Superintendent

Amanda Goldman, Director II, Innovative Schools

**Approved by:** Jorge Aguilar, Superintendent

# Board of Education Executive Summary

## Deputy Superintendent's Office

Revision to Board Policies 0420.4, 0420.41, 0420.42, 0420.43  
(Charter School Authorization, Oversight, Renewal, Revocation).  
May 4, 2023



### I. OVERVIEW / HISTORY

In 2019, California Assembly Bill (AB) 1505 was signed into law. This law significantly updated the legal standards for charter school authorization, oversight, renewal, and revocation in the state of California. SCUSD board policies and administrative regulations have not yet been updated to reflect these changes to law and practice.

In creating these revised policies, the previous Director of Innovative Schools (Jesse Ramos), started with the model policies drafted by the California School Board Association (CSBA). These policies were circulated and reviewed by SCUSD cabinet, SCUSD legal counsel, and stakeholders from the charter schools' community. Upon taking office in March, the current Director of Innovative Schools (Amanda Goldman) reviewed the policies and compared them with similar policies from surrounding districts and policies. The policies being submitted today are consistent with policies from San Juan Unified School District, Elk Grove Unified School District, Alameda County Office of Education, and Oakland Unified School District.

### II. DRIVING GOVERNANCE

Compliance with California State Assembly Bill 1505

### III. BUDGET

There is no financial impact.

### IV. GOALS, OBJECTIVES, AND MEASURES

The goal is to adopt board policies and administrative regulations aligned with state law to ensure the ability to provide strong, consistent oversight of SCUSD's authorized charter schools.

### V. MAJOR INITIATIVES

Keeping SCUSD up to date and compliant with state law.

### VI. RESULTS

Approval and implementation of AR 0420.4, BP 0420.4, BP 0420.41, BP 0420.42, and BP 0420.43.

### VII. LESSONS LEARNED / NEXT STEPS

Once our SCUSD's board policies are up to date with legal requirements, the Director of Innovative schools will update staff and board members on charter renewal and oversight status.

# **Sacramento City USD**

## **Administrative Regulation**

### **Charter School Authorization**

AR 0420.4

#### **Philosophy, Goals, Objectives and Comprehensive Plans**

##### Petition Signatures

A petition for the establishment of a start-up charter school must be signed by either of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation
2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during its first year of operation

A petition that proposes to convert an existing public school to a charter school must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

(cf. 4116 - Probationary/Permanent Status)

Any petition circulated to collect signatures shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having their child attend the charter school, or a teacher's signature means that the teacher is meaningfully interested in teaching at the charter school. (Education Code 47605)

##### Staff Advisory Committee

The Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a charter petition based on the requirements in Education Code 47605 and to identify any concerns that should be addressed by the petitioners.

(cf. 2230 - Representative and Deliberative Groups)

##### Components of Charter Petition

All charter petitions shall comply with the applicable requirements of Education Code 47605, other state and federal laws, and district policies.

The charter petition shall include affirmations that the charter school will be nonsectarian in its programs, admission policies, employment practices, and operations; will not charge tuition; and will not discriminate against a student on the basis of characteristics listed in Education Code

220. The petition shall also contain reasonably comprehensive descriptions of: (Education Code 47605)

1. The educational program of the proposed school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

The petition shall include a description of the charter school's annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established for the proposed school, goals aligned with those priorities, and specific annual actions to achieve those goals.

(cf. 0420.41 - Charter School Oversight)  
(cf. 0460 - Local Control and Accountability Plan)

If the proposed charter school will serve high school students, the petition shall describe the manner in which the school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "a-g" admissions criteria may be considered to meet college entrance requirements.

2. The measurable student outcomes identified for use by the charter school. Student outcomes means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both school wide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served by the charter school.

3. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

(cf. 0510 - School Accountability Report Card)

4. The governance structure of the charter school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.

5. The qualifications to be met by individuals to be employed by the charter school.
6. The procedures that the charter school will follow to ensure the health and safety of students and staff, including the following requirements:
  - a. Each charter school employee shall furnish the school with a criminal record summary as described in Education Code 44237.
  - b. The charter school shall develop a school safety plan which includes the topics listed in Education Code 32282(a)(2)(A)-(J).
  - c. That the charter school's safety plan shall be reviewed and updated by March 1 each year.
7. The means by which the charter school will achieve a balance of racial and ethnic students, special education students, and English learner students, including redesignated fluent English proficient students, which is reflective of the general population residing within the district's territorial jurisdiction.
8. The charter school's student admission policy. The petition shall, in accordance with Education Code 47605(e), specify procedures for determining enrollment when the number of applicants exceeds the school's capacity, including requirements for the use of a public random drawing, admission preferences, and priority order of preferences as required by law and subject to Governing Board approval.
9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the Board's satisfaction.
10. The procedures by which students can be suspended or expelled for disciplinary reasons or otherwise involuntarily removed for any reason, including an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements as specified in Education Code 47605 and a statement that the suspension procedures will include requirements pertaining to the provision of homework assignments to suspended students as specified in Education Code 47606.2.

Such procedures shall also include processes by which the charter school will notify the superintendent of a district, and by which the charter school may be notified by the superintendent of a district, when a student or former student of the charter school is expelled or subject to any of the circumstances specified in Education Code 47605(e)(3).
11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
12. The public school attendance alternatives for students residing within the district who



choose to not attend the charter school.

13. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.

14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.

15. A declaration as to whether or not the charter school will be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.

16. Consistent with 5 CCR 11962, the procedures to be used if the charter school closes, including, but not limited to:

a. Designation of a responsible entity to conduct closure-related activities

b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the charter school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:

(1) The effective date of the closure

(2) The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure

(3) The students' districts of residence

(4) The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements

c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with item #16a above

d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with item #16a above, except for records and/or assessment results that the charter may require to be transferred to a different entity

e. Transfer and maintenance of personnel records in accordance with applicable law

f. Completion of an independent final audit within six months after the closure of the charter school that includes an accounting of all financial assets and liabilities pursuant to 5 CCR

11962 and an assessment of the disposition of any restricted funds received by or due to the school

g. Disposal of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed pursuant to 5 CCR 11962

h. Completion and filing of any annual reports required pursuant to Education Code 47604.33

i. Identification of funding for the activities identified in item #16a-h above

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

1. The facilities to be used by the charter school, including where the school intends to locate

(cf. 7160 - Charter School Facilities)

2. The manner in which administrative services of the charter school are to be provided

3. Potential civil liability effects, if any, upon the charter school and district

4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

5. If the charter school is to be operated by or as a nonprofit public benefit corporation, the names and relevant qualifications of all persons whom the petitioner nominates to serve on the governing body of the charter school

#### Location of Charter School

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

A charter school may establish a resource center, meeting space, or other satellite facility within the jurisdiction of the school district where the charter school is physically located if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.

2. The charter school provides its primary educational services in, and a majority of the

students it serves are residents of, the county in which the school is authorized.

(6162.5 - Student Assessment)

Proposition 39 Facilities Requests

(A) In processing requests for facilities submitted by charter schools pursuant to Proposition 39, the district will adhere to Education Code 47614 (Proposition 39) and applicable regulations adopted thereunder, as such are amended from time to time.

(B) Each charter school must report actual ADA to the district every time that the charter school reports ADA for Proposition 39 apportionment purposes. The reports must include in-district and total ADA and in-district and total classroom-based ADA. The charter school must maintain records documenting the data contained in the reports. These records shall be available upon request by the district.

Amendments to Charter Schools Act

In the event the Charter Schools Act or other applicable laws are amended or interpreted by appellate court decision binding on the district after the effective date of this Administrative Regulation so that this regulation is inconsistent with such applicable law, this regulation shall be deemed amended to accord with such amendment(s) or appellate decision(s).

Regulation SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

approved: November 17, 2003 Sacramento, California

revised: September 12, 2008

revised: August 20, 2015

revised: May 4, 2023

# **Sacramento City USD**

## **Administrative Regulation**

### **Charter School Authorization**

AR 0420.4

#### **Philosophy, Goals, Objectives and Comprehensive Plans**

##### Petition Signatures

A petition for the establishment of a start-up charter school must be signed by either of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation
2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during its first year of operation

A petition that proposes to convert an existing public school to a charter school must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

(cf. 4116 - Probationary/Permanent Status)

Any petition circulated to collect signatures shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having their child attend the charter school, or a teacher's signature means that the teacher is meaningfully interested in teaching at the charter school. (Education Code 47605)

##### Staff Advisory Committee

The Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a charter petition based on the requirements in Education Code 47605 and to identify any concerns that should be addressed by the petitioners.

(cf. 2230 - Representative and Deliberative Groups)

##### Components of Charter Petition

All charter petitions shall comply with the applicable requirements of Education Code 47605, other state and federal laws, and district policies.

The charter petition shall include affirmations that the charter school will be nonsectarian in its programs, admission policies, employment practices, and operations; will not charge tuition; and will not discriminate against a student on the basis of characteristics listed in Education Code

220. The petition shall also contain reasonably comprehensive descriptions of: (Education Code 47605)

1. The educational program of the proposed school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

The petition shall include a description of the charter school's annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established for the proposed school, goals aligned with those priorities, and specific annual actions to achieve those goals.

(cf. 0420.41 - Charter School Oversight)  
(cf. 0460 - Local Control and Accountability Plan)

If the proposed charter school will serve high school students, the petition shall describe the manner in which the school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "a-g" admissions criteria may be considered to meet college entrance requirements.

2. The measurable student outcomes identified for use by the charter school. Student outcomes means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both school wide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served by the charter school.

3. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

(cf. 0510 - School Accountability Report Card)

4. The governance structure of the charter school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.

5. The qualifications to be met by individuals to be employed by the charter school.
6. The procedures that the charter school will follow to ensure the health and safety of students and staff, including the following requirements:
  - a. Each charter school employee shall furnish the school with a criminal record summary as described in Education Code 44237.
  - b. The charter school shall develop a school safety plan which includes the topics listed in Education Code 32282(a)(2)(A)-(J).
  - c. That the charter school's safety plan shall be reviewed and updated by March 1 each year.
7. The means by which the charter school will achieve a balance of racial and ethnic students, special education students, and English learner students, including redesignated fluent English proficient students, which is reflective of the general population residing within the district's territorial jurisdiction.
8. The charter school's student admission policy. The petition shall, in accordance with Education Code 47605(e), specify procedures for determining enrollment when the number of applicants exceeds the school's capacity, including requirements for the use of a public random drawing, admission preferences, and priority order of preferences as required by law and subject to Governing Board approval.
9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the Board's satisfaction.
10. The procedures by which students can be suspended or expelled for disciplinary reasons or otherwise involuntarily removed for any reason, including an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements as specified in Education Code 47605 and a statement that the suspension procedures will include requirements pertaining to the provision of homework assignments to suspended students as specified in Education Code 47606.2.

Such procedures shall also include processes by which the charter school will notify the superintendent of a district, and by which the charter school may be notified by the superintendent of a district, when a student or former student of the charter school is expelled or subject to any of the circumstances specified in Education Code 47605(e)(3).
11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
12. The public school attendance alternatives for students residing within the district who

choose to not attend the charter school.

13. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.

14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.

15. A declaration as to whether or not the charter school will be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.

16. Consistent with 5 CCR 11962, the procedures to be used if the charter school closes, including, but not limited to:

a. Designation of a responsible entity to conduct closure-related activities

b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the charter school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:

(1) The effective date of the closure

(2) The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure

(3) The students' districts of residence

(4) The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements

c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with item #16a above

d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with item #16a above, except for records and/or assessment results that the charter may require to be transferred to a different entity

e. Transfer and maintenance of personnel records in accordance with applicable law

f. Completion of an independent final audit within six months after the closure of the charter school that includes an accounting of all financial assets and liabilities pursuant to 5 CCR

11962 and an assessment of the disposition of any restricted funds received by or due to the school

g. Disposal of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed pursuant to 5 CCR 11962

h. Completion and filing of any annual reports required pursuant to Education Code 47604.33

i. Identification of funding for the activities identified in item #16a-h above

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

1. The facilities to be used by the charter school, including where the school intends to locate

(cf. 7160 - Charter School Facilities)

2. The manner in which administrative services of the charter school are to be provided

3. Potential civil liability effects, if any, upon the charter school and district

4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

5. If the charter school is to be operated by or as a nonprofit public benefit corporation, the names and relevant qualifications of all persons whom the petitioner nominates to serve on the governing body of the charter school

#### Location of Charter School

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

A charter school may establish a resource center, meeting space, or other satellite facility within the jurisdiction of the school district where the charter school is physically located if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.

2. The charter school provides its primary educational services in, and a majority of the



students it serves are residents of, the county in which the school is authorized.

(6162.5 - Student Assessment)

Proposition 39 Facilities Requests

(A) In processing requests for facilities submitted by charter schools pursuant to Proposition 39, the district will adhere to Education Code 47614 (Proposition 39) and applicable regulations adopted thereunder, as such are amended from time to time.

(B) Each charter school must report actual ADA to the district every time that the charter school reports ADA for ~~apportionment~~ Proposition 39 apportionment purposes. The reports must include in-district and total ADA and in-district and total classroom-based ADA. The charter school must maintain records documenting the data contained in the reports. These records shall be available upon request by the district.

V. Charter Revisions

~~(A) Material revisions to a charter may be made only with the approval of the Board. Material revision shall be governed by the standards and criteria that apply to new charter petitions as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law or this Administrative Regulation after the charter was originally granted or last renewed.~~

~~(B) If, after receiving approval of its petition, a charter school proposes to establish operations at one or more additional sites within the district's boundaries, the charter school shall request a material revision to its charter and shall notify the Board of those proposed additional locations. The Board shall consider approval of the additional locations at an open meeting.~~

VI. Charter Renewals

~~(A) A charter school seeking renewal of its charter shall submit a written request to the Board at least 120 days before the term of the charter is due to expire, but no earlier than September 1 before the term of the charter is set to expire. Upon receipt of notice that a charter school wants to renew its charter and at least 90 days before the expiration date of the charter, the Board shall conduct a public hearing to receive input on whether or not to extend the charter. At least 30 days before the expiration date, the Board shall either grant or deny the request for renewal.~~

~~(B) Charter renewals shall be governed by the standards and criteria that apply to new charter petitions as set forth in Education Code section 47605 and the district Administrative Regulation governing Charter Schools. Petition for renewal shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law or District Administrative Regulation after the charter was originally granted or last renewed.~~

~~(C) Charter schools must submit written information to the district regarding the charter school's compliance with all of the required elements prescribed by Education Code 47605 and~~

~~47607. Renewal shall be subject to the school's ability to demonstrate that it meets at least one of the criteria specified in section 47607(b) and has made reasonable progress toward the goals specified in its charter, including but not limited to: evidence of student achievement and other student outcomes; compliance with legal requirements; fiscal management; parent/guardian, student and staff satisfaction with the program; and the ability of the school's governance structure to provide access and accountability to the public. The Board shall consider pupil academic achievement as the most important factor to determining whether to grant a charter renewal. The Board may require that the school amend its charter to address any new issues before granting renewal.~~

## ~~VII. Charter School Monitoring~~

~~(A) — As required by law, the district has oversight responsibilities over each charter school that has been approved for operation by the Board.~~

~~(B) — A charter school shall promptly respond to all reasonable inquiries, including but not limited to, inquiries regarding its financial records, staff qualifications, student progress towards charter school goals and objectives, student progress on state mandated assessments, school safety and compliance with No Child Left Behind requirements, compliance with and implementation of federal and state laws regarding health and safety, and complaints (as set forth in section VII(G) below). In most cases, an initial response shall be made within five business days of the inquiry, and depending on the nature of the inquiry, a complete response shall be made within a reasonable period of time thereafter.~~

~~(C) — Each charter school shall annually prepare and submit the following reports to the district and the Sacramento County Office of Education:~~

~~(1) — On or before July 1, a preliminary budget. For a charter school in its first year of operation, the information submitted pursuant to subdivision (g) of Section 47605 satisfies this requirement. Preliminary budgets shall reflect appropriate financial reserves. Charter schools with a projected ADA of 300 or less shall maintain a monetary reserve in a restricted account equal to 5% of the charter school's total expenditures and other financing uses or \$55,000, whichever is greater.~~

~~(2) — On or before December 15, an interim financial report. The report shall reflect changes through October 31. With this report, the governing board of the charter school shall comply with Education Code 42131 and certify, in writing, whether the charter school is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year.~~

~~(3) — On or before March 15, a second interim financial report. This report shall reflect changes through January 31. With this report, the governing board of the charter school shall comply with Education Code 42131 and certify, in writing, whether the charter school is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year.~~

~~(4) — On or before September 15, a final unaudited report for the preceding fiscal year.~~

~~(5) — On or before December 15, an annual independent, financial audit report for the preceding fiscal year.~~

~~(6) — In order to monitor the fiscal condition of each charter school, the district may at any time require that a charter school provide back-up data or information with regard to any of above reports. The district may also, on a case by case basis, require that a charter school make financial reports more frequently (such as further interim reports or monthly reports).~~

~~(7) — By June 30 each year the district will prepare and mail to each charter school its annual certification form. Each charter school shall complete the district's annual certification by August 1 each year or, if the certification is mailed after June 30, within thirty calendar days of the district's mailing of the annual certification form. Such annual certification form is attached as Appendix A.~~

~~(D) — The principal or other officer of each charter school shall on at least an annual basis (and more often if requested by the district) provide to the district a declaration that, to the best of the officer's knowledge after due diligence and reasonable inquiry and under penalty of perjury, sets forth the number of employee criminal background checks performed by the charter school during the prior year and states whether any employees with a criminal record were hired by the charter school during the year and if so, the circumstances. This declaration may be included with the charter school's annual certification to the district. If the district determines that any charter school may have hired an employee under circumstances that are contrary to applicable law or the interests of student safety, the district shall have the right to investigate and review the matter. (See Education Code 47605 (b)(5)(F), 44237, 47604.3 and 47604.32.)~~

~~(E) — The principal or other officer of each charter school shall on at least an annual basis (and more often if requested by the district) provide to the district a report regarding all staff training carried out over the course of the year on sexual harassment prevention, the mandated reporter requirements of the Child Abuse and Neglect Reporting Act, antidiscrimination laws applicable to charter schools, and the uniform complaint procedure (UCP). Included with such report shall be a list of staff attending such training (such as a sign-in sheet). This report may be included with the charter school's annual certification to the district. Records of all such training, including sign-in sheets, shall be maintained by the charter school for a minimum of three years and shall be available for inspection by the district upon request.~~

~~(F) — Upon the hiring of any teacher, each charter school shall provide a copy of that teacher's credentials documentation to the district. Each charter school shall also maintain on file a copy of the credentials of each of its teachers, including the Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold. These documents are subject to periodic inspection by the district and may be inspected without prior notice during any visit to the charter school by the district. (See Education Code 47605 (I), 47604.3, and 47604.32.)~~

~~(G) — Each charter school must timely (as defined below) notify the district in writing, directed~~

~~to the attention of the Superintendent, of any complaints received from parents, students or staff under the uniform complaint procedure (UCP), any complaints filed with the Department of Fair Employment and Housing (DFEH), complaints filed with the Equal Employment Opportunity Commission (EEOC), or other complaints received by the charter school or filed with the charter school or another public agency pursuant to state or federal law, including any legal action filed against the charter school, its officers, or employees in their official capacity at the charter school. Timely notification shall occur no later than thirty (30) calendar days following the charter school's receipt of such a complaint or service of legal process. Upon notification to the district of any such complaint, the charter school shall respond to all reasonable inquiries by the district (see Education Code 47604).~~

~~(H) — Each charter school must timely notify the district of any changes in the leadership of the charter school and, if applicable, the nonprofit corporation that operates the charter school. Significant changes in leadership include the election or appointment of a new governing board member or members and the employment of a new principal or head of school or a new chief executive officer of the organization that operates the charter school.~~

~~— Timely notification of such changes shall occur no later than 30 calendar days following such change.~~

~~(I) — Each charter school must timely notify the district of any amendments to charter school policies and procedures (however described, including without limitation regulations, handbooks or guidelines) and, if applicable, bylaws or articles of incorporation for the nonprofit that operates the charter school. Timely notification of such amendments shall occur no later than 30 calendar days following adoption or implementation of such amendment.~~

~~(J) — All information and any notices to be provided by a charter school under this Administrative Regulation, including without limitation this section VII, shall be mailed to the attention of the district's Superintendent at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.~~

## ~~IX. Charter Revocations~~

~~Approval or renewal of a charter petition does not constitute a contract between the district and the charter school, and the district retains at all times the power to revoke a charter petition in accordance with the terms of the Charter Schools Act (as amended from time to time). Notwithstanding any language to the contrary in a charter petition, the district is not obligated to follow the dispute resolution procedures of a charter prior to revoking that charter, and any language to the contrary in any charter petition is null and void and not binding on the district.~~

~~(cf. 9320 — Meetings and Notices)~~

~~(cf. 9322 — Agenda/Meeting Materials)~~

~~(cf. 9323 — Meeting Conduct)~~

## Amendments to Charter Schools Act

In the event the Charter Schools Act or other applicable laws are amended or interpreted by appellate court decision binding on the district after the effective date of this Administrative Regulation so that this regulation is inconsistent with such applicable law, this regulation shall be deemed amended to accord with such amendment(s) or appellate decision(s).

Regulation SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

approved: November 17, 2003 Sacramento, California

revised: September 12, 2008

revised: August 20, 2015

revised: May 4, 2023

# Sacramento City USD

## Board Policy

### Charter School Authorization

BP 0420.4

#### **Philosophy, Goals, Objectives and Comprehensive Plans**

One or more persons may submit a petition to the Board for a charter school to be established within the district or for the conversion of an existing district school to a charter school. (Education Code 47605)

Any petition for a charter school shall include all components, signatures, and statements required by law, as specified in the accompanying administrative regulation. (Education Code 47605, 47611.5.)

The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter petition with legal requirements.

At the request of the charter school OR upon mutual consent by the charter school and district staff, The Superintendent or designee may provide technical assistance to charter school petitioners prior to submission of a charter petition in order to ensure the petition's compliance with legal requirements. As needed, the Superintendent or designee may also meet with the petitioners to establish workable plans for contracted services which the district may provide to the proposed charter school.

The Board shall not require any district student to attend the charter school, nor shall it require any district employee to work at the charter school. (Education Code 47605)

#### Timelines for Board Action

Within 60 days of receiving a charter petition, the Board shall hold a public hearing on the charter provisions, at which time the Board shall consider the level of support for the petition by teachers employed by the district, other district employees, and parents/guardians. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

The Board shall either grant or deny the petition at a public hearing held within 90 days of receiving the petition. This date may be extended by an additional 30 days with the consent of both the petitioner and the Board. (Education Code 47605)

(cf. 9320 - Meetings and Notices)

At least 15 days before the public hearing at which the Board will grant or deny the charter, the district shall publish all staff recommendations regarding the petition, including any

recommended findings and, if applicable, certification from the County Superintendent of Schools regarding the potential fiscal impact of the charter school on the district. During the public hearing, the petitioners shall have equal time and procedures to present evidence and testimony in response to the staff recommendations and findings. (Education Code 47605)

The Superintendent or designee shall maintain accurate records, in relation to each charter petition, of documents submitted, the Board's proceedings, and the findings upon which the Board's decision is made.

#### Approval of Petition

In determining whether to grant or deny a charter, the Board shall carefully review the proposed charter and any supplementary information, consider public and staff input, and determine whether the charter petition adequately addresses all the provisions required by law. The Board shall not deny a charter school petition unless specific written factual findings are made pursuant to law and administrative regulation. (Education Code 47605)

Prior to authorizing any charter, the Board shall verify that the charter includes adequate processes and measures for monitoring and holding the school accountable for fulfilling the terms of its charter and complying with all applicable laws, including Education Code 47604.1. Such processes and measures shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, inspection and observations of any part of the charter school, and regular reports to the Board.

(cf. 0420.41 - Charter School Oversight)

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school governing body and amended as necessary.

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

(cf. 0420.42 - Charter School Renewal)

(cf. 0420.43 - Charter School Revocation)

When a petition is approved by the Board, it shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent of Schools, the CDE, and the State Board of Education (SBE). (Education Code 47605)

## Denial of Petition

The Board shall deny any charter petition that proposes to:

1. Operate a charter school as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)
2. Convert a private school to a charter school (Education Code 47602)
3. Serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district (Education Code 47605)

Regarding all other charter petitions, the Board shall deny a petition only if the Board makes written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605; 5 CCR 11967.5.1)

1. The charter school presents an unsound educational program for the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain the number of signatures required.
4. The petition does not contain a clear, unequivocal statement described in Education Code 47605(e), including that the charter school will be nonsectarian and that the school shall not charge tuition or discriminate against any student based on the characteristics specified in Education Code 220.
5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(c).
6. The petition does not contain a declaration as to whether or not the charter school shall be deemed the exclusive public employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3.
7. The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written factual finding shall detail specific facts and circumstances regarding:
  - a. The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings
  - b. Whether the proposed charter school would duplicate a program currently offered within



the district, when the existing program has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate

8. The district is not positioned to absorb the fiscal impact of the proposed charter school. The district meets this criterion if it has a negative interim certification pursuant to Education Code 42131, has a qualified interim certification and the County Superintendent certifies that approving the charter school would result in the district having a negative interim certification, or is under state receivership. Charter schools proposed in a school district satisfying one of these conditions shall be subject to a rebuttable presumption of denial.

The Board shall not deny a petition based on the actual or potential costs of serving students with exceptional needs as defined by Education Code 56026, nor shall it deny a petition solely because the charter school might enroll students with disabilities who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

(cf. 0430 - Comprehensive Local Plan for Special Education)

#### Appeals

If the Board denies a petition, the petitioner may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to SBE. (Education Code 47605)

At the request of the petitioner, the Board shall prepare the documentary record, including a transcript of the public hearing at which the Board denied the charter, no later than 10 business days after the petitioner makes the request. (Education Code 47605)

Within 30 days of receipt of an appeal submitted to SBE, the Board may submit a written opposition to SBE detailing, with specific citations to the documentary record, how the Board did not abuse its discretion in denying the petition. (Education Code 47605)

If either the County Board or SBE remands the petition to the Board because the petition on appeal contains new or different material terms, the Board shall reconsider the petition and grant or deny the petition within 30 days. (Education Code 47605)

#### Legal Reference:

##### EDUCATION CODE

200 Equal rights and opportunities in state educational institutions  
220 Nondiscrimination  
1240 Duties of County Superintendent  
17078.52-17078.66 Charter schools facility funding; state bond proceeds  
17280-17317 Field Act  
17365-17374 Field Act, fitness for occupancy  
32280-32289.5 Comprehensive safety plan  
33126 School Accountability Report Card  
41365 Charter school revolving loan fund  
42131 Interim certification

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42238.51-42238.52 Funding for charter districts  
44237 Criminal record summary  
44830.1 Certificated employees, conviction of a violent or serious felony  
45122.1 Classified employees, conviction of a violent or serious felony  
46201 Instructional minutes  
47600-47663 Charter Schools Act of 1992  
47640-47647 Special education funding for charter schools  
47650-47655 Funding of charter schools  
49011 Student fees  
51744-51749.6 Independent study  
52052 Accountability: numerically significant student subgroups  
52060-52077 Local control and accountability plan  
56026 Special education  
56145-56146 Special education services in charter schools  
CORPORATIONS CODE  
5110-6910 Nonprofit public benefit corporations  
GOVERNMENT CODE  
1090-1099 Prohibitions applicable to specified officers  
3540-3549.3 Educational Employment Relations Act  
6250-6276.50 California Public Records Act  
54950-54963 Ralph M. Brown Act  
81000-91014 Political Reform Act of 1974  
CODE OF REGULATIONS, TITLE 5  
11700-11705 Independent study  
11960-11969.11 Charter schools  
UNITED STATES CODE, TITLE 20  
7221-7221j Charter schools  
COURT DECISIONS  
Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986  
ATTORNEY GENERAL OPINIONS  
[101 Ops.Cal.Atty.Gen. 92](#) (2018)  
89 Ops.Cal.Atty.Gen. 166 (2006)  
80 Ops.Cal.Atty.Gen. 52 (1997)  
78 Ops.Cal.Atty.Gen. 297 (1995)

Management Resources:

CSBA PUBLICATIONS

Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018

Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016

Charter Schools and Board Member Responsibilities, Education Insights Legal Update Webcast, March 2016

Charter Schools: A Guide for Governance Teams, rev. February 2016

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and

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Regulatory Requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, August 2016  
Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014  
Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools, December 2011

WEB SITES

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

California Charter Schools Association: <http://www.ccsa.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/ch>

National Association of Charter School Authorizers: <http://qualitycharters.org>

U.S. Department of Education: <http://ed.gov>

Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

adopted: November 17, 2003 Sacramento, California

revised: March 1, 2007

revised: May 4, 2023

# Sacramento City USD

## Board Policy

### Charter School Authorization

BP 0420.4

#### Philosophy, Goals, Objectives and Comprehensive Plans

~~The Governing Board recognizes that charter schools may assist the district in offering diverse learning opportunities for students. In considering any petition to establish a charter school within the district, the Board shall give thoughtful consideration to the potential of the charter school to provide students with a high quality education that enables them to achieve to their fullest potential.~~

One or more persons may submit a petition to the Board for a charter school to be established within the district or for the conversion of an existing district school to a charter school. (Education Code 47605)

Any petition for a charter school shall include all components, signatures, and statements required by law, as specified in the accompanying administrative regulation. ~~The proposed charter shall be attached to the petition.~~ (Education Code 47605, [47611.5.](#))

The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter petition with legal requirements.

~~At the request of the charter school OR Upon mutual consent by the charter school and district staff.~~ The Superintendent or designee may [provide technical assistance to](#) charter school petitioners prior to ~~the formal~~ submission of ~~the a~~ charter petition in order to ensure [the petition's](#) compliance ~~of the petition~~ with legal requirements. As needed, the Superintendent or designee may also meet with the petitioners ~~to~~ establish workable plans for contracted services which the district may provide to the proposed charter school.

The Board shall not require any district student to attend the charter school nor shall it require any district employee to work at the charter school. (Education Code 47605)

#### Timelines for Board Action

Within 60 days of receiving a charter petition, the Board shall hold a public hearing on the charter provisions, at which time the Board shall consider the level of support for the petition by teachers [employed by the district](#), other district employees, and parents/guardians. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

[The Board shall either grant or deny the petition at a public hearing held within 90 days of receiving the petition. This date may be extended by an additional 30 days with the consent of](#)

~~both the petitioner and the Board. The Board shall either grant or deny the petition at a public hearing held within 90 days of receiving the petition, or within 120 days with the consent of both the petitioner and the Board.~~ (Education Code 47605)

(cf. 9320 - Meetings and Notices)

At least 15 days before the public hearing at which the Board will grant or deny the charter, the district shall publish all staff recommendations regarding the petition, including any recommended findings and, if applicable, certification from the County Superintendent of Schools regarding the potential fiscal impact of the charter school on the district. During the public hearing, the petitioners shall have equal time and opportunity procedures to present evidence and testimony in response to the staff recommendations and findings. (Education Code 47605)

The Superintendent or designee shall maintain accurate records, in relation to each charter petition, of documents submitted, the Board's proceedings, and the findings upon which the Board's decision is made.

#### Approval of Petition

~~In determining whether to grant or deny a charter, the Board shall carefully review the proposed charter and any supplementary information, consider public and staff input, and determine whether the charter petition adequately addresses all the provisions required by law. The Board shall not deny a charter school petition unless specific written factual findings are made pursuant to law and administrative regulation. A charter petition shall be granted only if the Board is satisfied that doing so is consistent with sound educational practice and the interests of the community in which the school is proposing to locate. In granting charters, the Board shall consider the academic needs of the students the charter school proposes to serve and shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences for students who are identified by the petitioner as academically low achieving, based on standards established by California Department of Education (CDE).~~ (Education Code 47605)

Prior to authorizing any charter, the Board shall verify that the charter includes adequate processes and measures for monitoring and holding the school accountable for fulfilling the terms of its charter and complying with all applicable laws, including Education Code 47604.1. Such processes and measures shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, inspection and observations of any part of the charter school, and regular reports to the Board.

(cf. 0420.41 - Charter School Oversight)

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school governing body and amended as necessary.

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

(cf. 0420.42 - Charter School Renewal)  
(cf. 0420.43 - Charter School Revocation)

When a petition is approved by the Board, it shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent of Schools, the CDE, and the State Board of Education (SBE). (Education Code 47605)

#### Denial of Petition

The Board shall ~~summarily~~ deny any charter petition that proposes to:

1. Operate a charter school as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization ~~—~~(Education Code 47604)
2. Convert a private school to a charter school ~~—~~(Education Code 47602)
3. Serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district ~~—~~(Education Code 47605)
4. ~~Offer nonclassroom based instruction (Education Code 47612.7)~~

Regarding all other charter petitions, the Board shall deny a petition only if the Board makes written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605; 5 CCR 11967.5.1)

1. The charter school presents an unsound educational program ~~that has a likelihood of physical, educational, or psychological harm to, or which is not likely to provide an educational benefit for, for~~ the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain the number of signatures required.
4. The petition does not contain a clear, unequivocal statement described in Education Code 47605(e), including that the charter school will be nonsectarian and that the school shall not

charge tuition or discriminate against any student based on the characteristics specified in Education Code 220.

5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(c).

6. The petition does not contain a declaration as to whether or not the charter school shall be deemed the exclusive public employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3.

7. The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written factual finding shall detail specific facts and circumstances regarding:

a. The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings

b. Whether the proposed charter school would duplicate a program currently offered within the district, when the existing program has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate

8. The district is not positioned to absorb the fiscal impact of the proposed charter school. The district meets this criterion if it has a negative interim certification [pursuant to Education Code 42131](#), ~~or~~ has a qualified interim certification and the County Superintendent certifies that approving the charter school would result in the district having a negative interim certification [or is under state receivership](#). [Charter schools proposed in a school district satisfying one of these conditions shall be subject to a rebuttable presumption of denial.](#)

The Board shall not deny a petition based on the actual or potential costs of serving students with [exceptional needs as defined by Education Code 56026](#) ~~disabilities~~, nor shall it deny a petition solely because the charter school might enroll students with disabilities who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

(cf. 0430 - Comprehensive Local Plan for Special Education)

#### Appeals

If the Board denies a petition, the petitioner may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to SBE. (Education Code 47605)

At the request of the petitioner, the Board shall prepare the documentary record, including a transcript of the public hearing at which the Board denied the charter, no later than 10 business

days after the petitioner makes the request. (Education Code 47605)

Within 30 days of receipt of an appeal submitted to SBE, the Board may submit a written opposition to SBE detailing, with specific citations to the documentary record, how the Board did not abuse its discretion in denying the petition. (Education Code 47605)

If either the County Board or SBE remands the petition to the Board because the petition on appeal contains new or different material terms, the Board shall reconsider the petition and grant ~~shall or~~ deny the petition within 30 days. (Education Code 47605)

Legal Reference:

EDUCATION CODE

200 Equal rights and opportunities in state educational institutions  
220 Nondiscrimination  
1240 Duties of County Superintendent  
17078.52-17078.66 Charter schools facility funding; state bond proceeds  
17280-17317 Field Act  
17365-17374 Field Act, fitness for occupancy  
32280-~~32289.52~~ Comprehensive safety plan  
33126 School Accountability Report Card  
41365 Charter school revolving loan fund  
42131 Interim certification  
42238.51-42238.52 Funding for charter districts  
44237 Criminal record summary  
44830.1 Certificated employees, conviction of a violent or serious felony  
45122.1 Classified employees, conviction of a violent or serious felony  
46201 Instructional minutes  
47600-476~~6316.7~~ Charter Schools Act of 1992  
47640-47647 Special education funding for charter schools  
47650-4765~~52~~ Funding of charter schools  
49011 Student fees  
5174~~45~~-51749.6 Independent study  
52052 Accountability: numerically significant student subgroups  
52060-52077 Local control and accountability plan  
56026 Special education  
56145-56146 Special education services in charter schools  
CORPORATIONS CODE  
5110-6910 Nonprofit public benefit corporations  
GOVERNMENT CODE  
1090-1099 Prohibitions applicable to specified officers  
3540-3549.3 Educational Employment Relations Act  
6250-6276.50~~4~~ California Public Records Act  
54950-54963 Ralph M. Brown Act  
81000-91014 Political Reform Act of 1974  
CODE OF REGULATIONS, TITLE 5  
11700-~~1~~-11705 Independent study



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11960-11969.118.5.5 Charter schools

UNITED STATES CODE, TITLE 20

7221-7221j23-7225 Charter schools

COURT DECISIONS

Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986

ATTORNEY GENERAL OPINIONS

[Opinion No. 11-201101 Ops. Cal. Atty. Gen. 92](#) (2018)

89 Ops. Cal. Atty. Gen. 166 (2006)

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Charter Schools: A Guide for Governance Teams, rev. February 2016

[CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS](#)

[Sample Copy of a Memorandum of Understanding](#)

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, August 2016

Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014

Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools, December 2011

WEB SITES

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

California Charter Schools Association: <http://www.ccsa.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/chs>

National Association of Charter School Authorizers: <http://www.qualitycharters.org>

U.S. Department of Education: <http://www.ed.gov>

Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

adopted: November 17, 2003 Sacramento, California

revised: March 1, 2007

revised: May 4, 2023

**Policy 0420.41: Charter School Oversight**

**Status:** ADOPTED

**Original Adopted Date:** 10/01/2013 | **Last Revised Date:** 06/01/2022 | **Last Reviewed Date:** 06/01/2022

The Governing Board recognizes its ongoing responsibility to oversee that any charter school authorized by the Board is successfully fulfilling the terms of its charter and is providing a high-quality educational program for students enrolled in the charter school.

The Superintendent or designee shall identify at least one staff member to serve as a contact person for each charter school authorized by the Board. (Education Code 47604.32)

The Superintendent or designee shall visit each charter school at least annually and may inspect or observe any part of a charter school at any time. (Education Code 47604.32, 47607)

The Superintendent or designated charter school shall periodically meet and communicate with a representative of the charter school.

**Waivers**

If the charter school wishes to request a general waiver of any state law or regulation applicable to it, it shall request that the district submit a general waiver request to the State Board of Education (SBE) on its behalf. Upon approval of the Board, the Superintendent or designee shall submit such a waiver request to SBE on behalf of the charter school.

**Provision of District Services**

The charter school may purchase administrative or other services from the district or any other source. (Education Code 47613)

Whenever the district agrees to provide administrative or support services to a charter school, the district and the charter school shall develop a memorandum of understanding (MOU) which clarifies the financial and operational agreements between them.

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The district may charge the charter school for the actual costs of the reporting services, but shall not require the charter school to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)

**Material Revisions to Charter**

Material revisions to a charter may only be made with Board approval. Material revisions shall be governed by the same standards and criteria that apply to petitions for the authorization of charter schools as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement for charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

If an approved charter school proposes to expand operations to one or more additional sites or grade levels,

whether concurrently with or unrelated to a renewal, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations or grade levels. The Board shall consider approval of the additional locations or grade levels at an open meeting. (Education Code 47605, 47607)

A proposed change in charter school operations shall be considered a material revision of the approved charter and require approval from the Board when the proposed change represents a substantial difference to the charter including:

- a) Expansion of educational services to include service of additional grade levels
- b) Expansion of facilities to additional sites
- c) Fundamental changes to instructional or pedagogical model

### **Monitoring Charter School Performance**

Any charter school authorized by the Board shall be monitored by the Superintendent or designee to determine whether the charter school complies with all legal requirements applicable to charter schools, including all reports required of charter schools by law, as specified in Education Code 47604.32. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving the measurable student outcomes set forth in the charter, both schoolwide and for each numerically significant student subgroup served by the school as defined in Education Code 52052. This determination shall be based on the measures specified in the approved charter and any applicable MOU, and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP), as reported in the California School Dashboard.

The Board shall monitor the fiscal condition of the charter school based on any financial report or information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, LCAP and annual update of the charter school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

### **Additional Charter School Monitoring Provisions**

A. A charter school shall promptly respond to all reasonable inquiries, including but not limited to, inquiries regarding its financial records, staff qualifications, student progress towards charter school goals and objectives, student progress on state mandated assessments, compliance with and implementation of federal and state laws regarding health and safety, and complaints. In most cases, an initial response shall be made within five business days of the inquiry, and depending on the nature of the inquiry, a complete response shall be made within a reasonable period of time thereafter.

B. Each charter school shall annually prepare and submit the following reports to the district and the Sacramento County Office of Education:

- (1) On or before July 1, a preliminary budget. For a charter school in its first year of operation, the information submitted pursuant to subdivision (h) of Section 47605 satisfies this requirement.
- (2) On or before December 15, an interim financial report. The report shall reflect changes through October 31.

- (3) On or before March 15, a second interim financial report. This report shall reflect changes through January 31.
- (4) On or before September 15, a final unaudited report for the preceding fiscal year.
- (5) On or before December 15, an annual independent, financial audit report for the preceding fiscal year.
- (6) In order to monitor the fiscal condition of each charter school, the district may at any time require that a charter school provide back-up data or information with regard to any of above reports. The district may also, on a case by case basis, require that a charter school make financial reports more frequently (such as further interim reports or monthly reports).
- (7) By June 30 each year the district will prepare and mail to each charter school its annual certification form. Each charter school shall complete the district's annual certification by August 1 each year or, if the certification is mailed after June 30, within thirty calendar days of the district's mailing of the annual certification form. Such annual certification form is attached as Appendix A.

C. The principal or other officer of each charter school shall on at least an annual basis (and more often if requested by the district) provide to the district a declaration that, to the best of the officer's knowledge after due diligence and reasonable inquiry and under penalty of perjury, sets forth the number of employee criminal background checks performed by the charter school during the prior year and states whether any employees with a criminal record were hired by the charter school during the year and if so, the circumstances. This declaration may be included with the charter school's annual certification to the district. If the district determines that any charter school may have hired an employee under circumstances that are contrary to applicable law or the interests of student safety, the district shall have the right to investigate and review the matter. (See Education Code 47605 (c)(5)(F), 44237, 47604.3 and 47604.32.)

D. The principal or other officer of each charter school shall on at least an annual basis (and more often if requested by the district) provide to the district a report regarding all staff training carried out over the course of the year on sexual harassment prevention, the mandated reporter requirements of the Child Abuse and Neglect Reporting Act, antidiscrimination laws applicable to charter schools, and the uniform complaint procedure (UCP). Included with such report shall be a list of staff attending such training (such as a sign-in sheet). This report may be included with the charter school's annual certification to the district. Records of all such training, including sign-in sheets, shall be maintained by the charter school for a minimum of three years and shall be available for inspection by the district upon request.

E. The principal or other officer of each charter school shall on at least an annual basis (and more often if requested by the district) provide to the district a report regarding teachers' credentials documentation. Each charter school shall also maintain on file a copy of the credentials of each of its teachers, including the Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold. These documents are subject to periodic inspection by the district and may be inspected without prior notice during any visit to the charter school by the district. (See Education Code 47605 (l), 47604.3, and 47604.32.)

F. Each charter school must timely (as defined below) notify the district in writing, directed to the attention of the Superintendent, of any complaints received from parents, students or staff under the uniform complaint procedure (UCP), any complaints filed with the Department of Fair Employment and Housing (DFEH), complaints filed with the Equal Employment Opportunity Commission (EEOC), or other complaints received by the charter school or filed with the charter school or another public agency pursuant to state or federal law, including any legal action filed against the charter school, its officers, or employees in their official capacity at the charter school. Timely notification shall occur no later than thirty (30) calendar days following the charter school's receipt

of such a complaint or service of legal process. Upon notification to the district of any such complaint, the charter school shall respond to all reasonable inquiries by the district (see Education Code 47604).

G. Each charter school must timely notify the district of any changes in the leadership of the charter school and, if applicable, the nonprofit corporation that operates the charter school. Significant changes in leadership include the election or appointment of a new governing board member or members and the employment of a new principal or head of school or a new chief executive officer of the organization that operates the charter school.

Timely notification of such changes shall occur no later than 30 calendar days following such change.

H. Each charter school must timely notify the district of any amendments to charter school policies and procedures (however described, including without limitation regulations, handbooks, or guidelines) and, if applicable, bylaws or articles of incorporation for the nonprofit that operates the charter school. Timely notification of such amendments shall occur no later than 30 calendar days following adoption or implementation of such amendment.

All information and any notices to be provided by a charter school under this Board Policy shall be mailed to the attention of the district's Superintendent at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

#### **Fees/Charges for Supervisorial Oversight**

The district may charge for district supervisorial oversight as follows: (Education Code 47613; 5 CCR 11969.7)

1. Actual costs up to one percent of the charter school's revenue if the district provides the charter school with facilities under Education Code 47614 and charges the charter school a pro-rata share of the facilities cost
2. Actual costs up to three percent of the charter school's revenue if the district provides the charter school substantially rent-free facilities
3. Actual costs if the district is assigned supervisorial oversight responsibility for the charter school by SBE when authorized on appeal

#### **Technical Assistance/Intervention**

Whenever a charter school is identified for technical assistance based on the performance of one or more numerically significant student subgroups on SBE-established criteria, the charter school shall receive technical assistance from the County Superintendent of Schools. Such technical assistance shall be focused on building the charter school's capacity to develop and implement actions and services responsive to student and community needs, including, but not limited to, any of the following: (Education Code 47607.3)

1. Assisting the charter school to identify its strengths and weaknesses in regard to the state priorities applicable to the charter school pursuant to Education Code 47605. This shall include working collaboratively with the charter school to review performance data on the state and local indicators included in the California School Dashboard and other relevant local data and to identify effective, evidence-based programs or practices that address any areas of weakness.
2. Working collaboratively with the charter school to secure assistance from an academic, programmatic, or fiscal expert or team of experts to identify and implement effective programs and practices that are designed to improve performance in any areas of weakness identified by the charter school. Another service provider, including, but not limited to, a school district, county office of education, or charter

school, may be solicited to act as a partner to the charter school in need of technical assistance.

3. Obtaining from the charter school timely documentation demonstrating that it has completed the activities described in Items #1 and 2 or substantially similar activities, or has selected another service provider to work with the charter school to complete the activities described in Items #1 and 2 or substantially similar activities, and ongoing communication with the Board to assess the charter school's progress in improving student outcomes.

In addition, if, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more numerically significant student subgroups, or for all of the student subgroups if the school has fewer than three subgroups, in regard to one or more state or school priorities identified in the charter, the County Superintendent may request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074. (Education Code 47607.3; 52072)

In accordance with law, the Board may deny a charter school's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regard to inadequate academic achievement of all numerically significant subgroups of students served by the charter school.

### **Complaints**

Each charter school shall establish and maintain policies and procedures in accordance with the uniform complaint procedures as specified in 5 CCR 4600-4670 to enable any person alleging the school's noncompliance with Education Code 47606.5 or 47607.3 to file a complaint with the charter school. (Education Code 52075)

A complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. A complainant who is not satisfied with the decision may appeal the decision to the SPI. (Education Code 52075)

If the charter school finds merit in the complaint or the SPI finds merit in an appeal, a remedy shall be provided to all affected students and parents/guardians. (Education Code 52075)

### **School Closure**

In the event that the Board revokes or denies renewal of a charter or the charter school ceases operation for any reason, the Superintendent or designee shall, when applicable in accordance with the charter and/or an MOU, provide assistance to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out of the charter school.

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, if renewal of a charter is denied, a charter is revoked, or a charter school will cease operation for any reason.

Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records. (Education Code 47604.32; 5 CCR 11962.1)

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#### **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.

<b>State</b>	<b>Description</b>
5 CCR 11700-11705	Independent study
5 CCR 11960-11969.10	Charter schools
5 CCR 4600-4670	Uniform complaint procedures
Bus. Code 7583.45	Training for security officers
CA Constitution Article 16, Section 8.5	<a href="#">Public finance; school accountability report card</a>
CA Constitution Article 9, Section 5	<a href="#">Common school system</a>
Corp. Code 5110-6910	<a href="#">Nonprofit public benefit corporations</a>
Ed. Code 1006	<a href="#">Prohibition against school district employees serving on county board of education</a>
Ed. Code 17070.10-17079.30	<a href="#">Leroy F. Greene School Facilities Act</a>
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members
Ed. Code 215	Suicide prevention policies
Ed. Code 215.5	Student identification cards; inclusion of safety hotlines
Ed. Code 220	Prohibition of discrimination
Ed. Code 221.61	Posting of Title IX information on web site
Ed. Code 221.9	Sex equity in competitive athletics
Ed. Code 222	Reasonable accommodations; lactating students
Ed. Code 222.5	Pregnant and parenting students; notification of rights
Ed. Code 231.5-231.6	Sexual harassment policy
Ed. Code 234.4	Mandated policy on bullying prevention
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 32282	School safety plans
Ed. Code 32283.5	Bullying; online training
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 35179.4-35179.6	Interscholastic athletic programs, safety; swimming pool safety that is not part of interscholastic athletic program
Ed. Code 35183.1	Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance
Ed. Code 35292.6	Stocking of menstrual products
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 38001.5	Training for security officers

Ed. Code 38080-38086	School meals
Ed. Code 39831.3	Transportation safety plan
Ed. Code 39843	Disciplinary action against bus driver; report to Department of Motor Vehicles
Ed. Code 41024	Report of expenditure of state facility funds
Ed. Code 42100	Annual statement of receipts and expenditures
Ed. Code 44030.5	Reporting change in employment status due to alleged misconduct
Ed. Code 44237	Criminal record summary
Ed. Code 44258.9	Monitoring of teacher assignments
Ed. Code 44691	Information on detection of child abuse; annual training
Ed. Code 44830.1	Certificated employees; conviction of a violent or serious felony
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 45125.1	Criminal records summary; employees of contracting entity
Ed. Code 46015	Accommodations for pregnant and parenting students; parental leave
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 47634.2	Nonclassroom-based instruction
Ed. Code 47640-47647	Special education funding for charter schools
Ed. Code 47651	Apportionment of funds; charter schools
Ed. Code 48000	Minimum age of admission for kindergarten; transitional kindergarten
Ed. Code 48010-48011	Minimum age of admission (first grade)
Ed. Code 48206.3-48208	Students with temporary disabilities; individual instruction
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48901.1	Suspension and expulsion; willful defiance
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48913.5	Suspended students; homework assignments
Ed. Code 48950	Speech and other communication
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 49011	Student fees



Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49061	Definitions, directory information
Ed. Code 49062.5	Student records, name or gender change
Ed. Code 49070	Challenging student records
Ed. Code 49073.2	Privacy of student and parent/guardian personal information; minutes of board meeting
Ed. Code 49076.7	Student records; data privacy; social security numbers
Ed. Code 49110	Authority to issue work permits
Ed. Code 49381	Human trafficking prevention
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Ed. Code 49428	Notification of mental health services
Ed. Code 49430-49434	The Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49431.9	Prohibition of advertisement of non-nutritious foods
Ed. Code 49475	Health and safety; concussions and head injuries
Ed. Code 49501.5	Free breakfast and lunch to all students
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017
Ed. Code 49564	Meals for needy students
Ed. Code 49564.3	Provision of federal universal meal service
Ed. Code 49700-49701	Education of children of military families
Ed. Code 51224.7	Mathematics placement policy
Ed. Code 51225.1-51225.2	Exemption from local graduation requirements; acceptance of coursework
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51225.6	Instruction in cardiopulmonary resuscitation; districts that require health education for graduation
Ed. Code 51225.7-51225.8	Completion and submission of the Free Application for Federal Student Aid and California Dream Act Application
Ed. Code 51413	Diploma of graduation without passage of high school exit examination
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Ed. Code 51925-51929	Mandatory mental health education
Ed. Code 51930-51939	California Healthy Youth Act
Ed. Code 52052	Accountability; numerically significant student subgroups

Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Uniform complaint procedures
Ed. Code 56026	Special education
Ed. Code 56040.3	Availability of assistive technology device
Ed. Code 56145-56146	Special education services in charter schools
Ed. Code 56365-56366.12	Nonpublic, nonsectarian schools
Ed. Code 60600-60648.5	Assessment of academic achievement
Ed. Code 64000	Categorical programs included in consolidated application
Ed. Code 64001	School plan for student achievement; consolidated application programs
Ed. Code 65000-65001	School site councils
Ed. Code 69432.9-69432.92	Cal Grant program; notification of grade point average and high school graduation
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 7920.000 - 7930.170	California Public Records Act
Gov. Code 81000-91014	Political Reform Act of 1974
H&S Code 104420	Tobacco Use Prevention Education grant program
H&S Code 104559	Tobacco-free schools
Lab. Code 1198.5	Personnel records related to performance and grievance
Lab. Code 3074.2	College and career fairs; notice to apprenticeship programs
Pen. Code 1192.7	Definition of serious felony
Pen. Code 667.5	Definition of violent felony
Veh. Code 28160	Child safety alert system

**Federal**

20 USC 1681-1688	<b>Description</b> Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 6311	State plan
20 USC 7221-7221j	Charter schools
34 CFR 200.1-200.78	Accountability
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act

**Management Resources**

**Description**

Attorney General Opinion	104 Ops.Cal.Atty.Gen. 66 (2021)
Attorney General Opinion	101 Ops.Cal.Atty.Gen. 92 (2018)
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 297 (1995)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 166 (2006)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 52 (1997)
CA Department of Education Publication	California School Accounting Manual
CA Office of Administrative Hearings Decisions	Student v. Horizon Instructional Systems Charter School, (2012) OAH Case No. 2011060763
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020
California Dept. of Pesticide Reg. Publication	School District Integrated Pest Management Plan Template
California Interscholastic Federation Publication	Pursuing Victory with Honor, 1999
Court Decision	Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986
CSBA Publication	Charter Schools: A Guide for Governance Teams, rev. 2016
CSBA Publication	Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October 2017
CSBA Publication	Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018
U.S. DOE Guidance	Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">U.S. Department of Agriculture</a>
Website	<a href="#">National Suicide Prevention Lifeline</a>
Website	<a href="#">National Domestic Violence Hotline</a>
Website	<a href="#">California State Teachers Retirement System</a>
Website	<a href="#">California Public Employees Retirement System</a>
Website	<a href="#">California Department of General Services, Office of Administrative Hearings</a>
Website	<a href="#">California Commission on Teacher Credentialing</a>
Website	<a href="#">California Commission on Peace Officer Standards and Training</a>
Website	<a href="#">California Bureau of Security and Investigative Services</a>
Website	<a href="#">California State Controller</a>
Website	<a href="#">California Department of Pesticide Regulation</a>

Website	<a href="#">California Student Aid Commission</a>
Website	<a href="#">National Association of Charter School Authorizers</a>
Website	<a href="#">California Charter Schools Association</a>
Website	<a href="#">California Department of Education, Charter Schools</a>
Website	<a href="#">California Interscholastic Federation</a>
Website	<a href="#">California Office of the Attorney General</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">U.S. Department of Education</a>

## Cross References

Code	Description
0420.4	<a href="#">Charter School Authorization</a>
0420.4	<a href="#">Charter School Authorization</a>
0420.42	<a href="#">Charter School Renewal</a>
0420.43	<a href="#">Charter School Revocation</a>
0460	<a href="#">Local Control And Accountability Plan</a>
0460	<a href="#">Local Control And Accountability Plan</a>
0500	<a href="#">Accountability</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
1312.3-E(1)	<a href="#">Uniform Complaint Procedures</a>
1312.3-E(2)	<a href="#">Uniform Complaint Procedures</a>
1431	<a href="#">Waivers</a>
6162.51	<a href="#">State Academic Achievement Tests</a>
6162.51	<a href="#">State Academic Achievement Tests</a>
7160	<a href="#">Charter School Facilities</a>
7160	<a href="#">Charter School Facilities</a>

## Policy 0420.41: Charter School Oversight

Status: ADOPTED

Original Adopted Date: 10/01/2013 | Last Revised Date: 06/01/2022 | Last Reviewed Date: 06/01/2022

The Governing Board recognizes its ongoing responsibility to oversee that any charter school authorized by the Board is successfully fulfilling the terms of its charter and is providing a high-quality educational program for students enrolled in the charter school.

The Superintendent or designee shall identify at least one staff member to serve as a contact person for each charter school authorized by the Board. (Education Code 47604.32)

The Superintendent or designee shall visit each charter school at least annually and may inspect or observe any part of a charter school at any time. (Education Code 47604.32, 47607)

The Superintendent or designated charter school ~~contact shall attend meetings of the charter school governing body whenever possible and~~ shall periodically meet and communicate with a representative of the charter school.

### Waivers

If the charter school wishes to request a general waiver of any state law or regulation applicable to it, it shall request that the district submit a general waiver request to the State Board of Education (SBE) on its behalf. Upon approval of the Board, the Superintendent or designee shall submit such a waiver request to SBE on behalf of the charter school.

### Provision of District Services

The charter school may purchase administrative or other services from the district or any other source. (Education Code 47613)

Whenever the district agrees to provide administrative or support services to a charter school, the district and the charter school shall develop a memorandum of understanding (MOU) which clarifies the financial and operational agreements between them.

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The district may charge the charter school for the actual costs of the reporting services, but shall not require the charter school to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)

### Material Revisions to Charter

Material revisions to a charter may only be made with Board approval. Material revisions shall be governed by the same standards and criteria that apply to petitions for the authorization of charter schools as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement for charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

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If an approved charter school proposes to expand operations to one or more additional sites or grade levels, whether concurrently with or unrelated to a renewal, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations or grade levels. The Board shall consider approval of the additional locations or grade levels at an open meeting. (Education Code 47605, 47607)

~~The Board shall have the authority to determine whether a proposed change in charter school operations constitutes a material revision of the approved charter.~~

A proposed change in charter school operations shall be considered a material revision of the approved charter and require approval from the Board when the proposed change represents a substantial difference to the charter including:

- a) Expansion of educational services to include service of additional grade levels
- b) Expansion of facilities to additional sites
- c) Fundamental changes to instructional or pedagogical model

#### **Monitoring Charter School Performance**

Any charter school authorized by the Board shall be monitored by the Superintendent or designee to determine whether the charter school complies with all legal requirements applicable to charter schools, including all reports required of charter schools by law, as specified in Education Code 47604.32. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving the measurable student outcomes set forth in the charter, both schoolwide and for each numerically significant student subgroup served by the school as defined in Education Code 52052. This determination shall be based on the measures specified in the approved charter and any applicable MOU, and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP), as reported in the California School Dashboard.

The Board shall monitor the fiscal condition of the charter school based on any financial report or information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, LCAP and annual update of the charter school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

#### **Additional Charter School Monitoring Provisions**

A. A charter school shall promptly respond to all reasonable inquiries, including but not limited to, inquiries regarding its financial records, staff qualifications, student progress towards charter school goals and objectives, student progress on state mandated assessments, compliance with and implementation of federal and state laws regarding health and safety, and complaints. In most cases, an initial response shall be made within five business days of the inquiry, and depending on the nature of the inquiry, a complete response shall be made within a reasonable period of time thereafter.

B. Each charter school shall annually prepare and submit the following reports to the district and the Sacramento County Office of Education:

- (1) On or before July 1, a preliminary budget. For a charter school in its first year of operation, the information submitted pursuant to subdivision (h) of Section 47605 satisfies this requirement. Preliminary

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~~budgets shall reflect appropriate financial reserves. Charter schools with a projected ADA of 300 or less shall maintain a monetary reserve in a restricted account equal to 5% of the charter school's total expenditures and other financing uses or \$55,000, whichever is greater.~~

~~(2) On or before December 15, an interim financial report. The report shall reflect changes through October 31. With this report, the governing board of the charter school shall comply with Education Code 42131 and certify, in writing, whether the charter school is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year.~~

~~(3) On or before March 15, a second interim financial report. This report shall reflect changes through January 31. With this report, the governing board of the charter school shall comply with Education Code 42131 and certify, in writing, whether the charter school is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year.~~

~~(4) On or before September 15, a final unaudited report for the preceding fiscal year.~~

~~(5) On or before December 15, an annual independent, financial audit report for the preceding fiscal year.~~

~~(6) In order to monitor the fiscal condition of each charter school, the district may at any time require that a charter school provide back-up data or information with regard to any of above reports. The district may also, on a case by case basis, require that a charter school make financial reports more frequently (such as further interim reports or monthly reports).~~

~~(7) By June 30 each year the district will prepare and mail to each charter school its annual certification form. Each charter school shall complete the district's annual certification by August 1 each year or, if the certification is mailed after June 30, within thirty calendar days of the district's mailing of the annual certification form. Such annual certification form is attached as Appendix A.~~

~~C. The principal or other officer of each charter school shall on at least an annual basis (and more often if requested by the district) provide to the district a declaration that, to the best of the officer's knowledge after due diligence and reasonable inquiry and under penalty of perjury, sets forth the number of employee criminal background checks performed by the charter school during the prior year and states whether any employees with a criminal record were hired by the charter school during the year and if so, the circumstances. This declaration may be included with the charter school's annual certification to the district. If the district determines that any charter school may have hired an employee under circumstances that are contrary to applicable law or the interests of student safety, the district shall have the right to investigate and review the matter. (See Education Code 47605 (c)(5)(F), 44237, 47604.3 and 47604.32.)~~

~~D. The principal or other officer of each charter school shall on at least an annual basis (and more often if requested by the district) provide to the district a report regarding all staff training carried out over the course of the year on sexual harassment prevention, the mandated reporter requirements of the Child Abuse and Neglect Reporting Act, antidiscrimination laws applicable to charter schools, and the uniform complaint procedure (UCP). Included with such report shall be a list of staff attending such training (such as a sign-in sheet). This report may be included with the charter school's annual certification to the district. Records of all such training, including sign-in sheets, shall be maintained by the charter school for a minimum of three years and shall be available for inspection by the district upon request.~~

~~E. The principal or other officer of each charter school shall on at least an annual basis (and more often if requested by the district) provide to the district a report regarding ~~Upon the hiring of any teacher, each charter school shall provide a copy of that~~ teacher's' credentials documentation ~~to the district~~. Each charter school shall also maintain on file a copy of the credentials of each of its teachers, including the Commission on Teacher~~

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Credentiaing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold. These documents are subject to periodic inspection by the district and may be inspected without prior notice during any visit to the charter school by the district. (See Education Code 47605 (l), 47604.3, and 47604.32.)

F. Each charter school must timely (as defined below) notify the district in writing, directed to the attention of the Superintendent, of any complaints received from parents, students or staff under the uniform complaint procedure (UCP), any complaints filed with the Department of Fair Employment and Housing (DFEH), complaints filed with the Equal Employment Opportunity Commission (EEOC), or other complaints received by the charter school or filed with the charter school or another public agency pursuant to state or federal law, including any legal action filed against the charter school, its officers, or employees in their official capacity at the charter school. Timely notification shall occur no later than thirty (30) calendar days following the charter school's receipt of such a complaint or service of legal process. Upon notification to the district of any such complaint, the charter school shall respond to all reasonable inquiries by the district (see Education Code 47604).

G. Each charter school must timely notify the district of any changes in the leadership of the charter school and, if applicable, the nonprofit corporation that operates the charter school. Significant changes in leadership include the election or appointment of a new governing board member or members and the employment of a new principal or head of school or a new chief executive officer of the organization that operates the charter school.

Timely notification of such changes shall occur no later than 30 calendar days following such change.

H. Each charter school must timely notify the district of any amendments to charter school policies and procedures (however described, including without limitation regulations, handbooks, or guidelines) and, if applicable, bylaws or articles of incorporation for the nonprofit that operates the charter school. Timely notification of such amendments shall occur no later than 30 calendar days following adoption or implementation of such amendment.

All information and any notices to be provided by a charter school under this Administrative Regulation Board Policy, including without limitation this section VII, shall be mailed to the attention of the district's Superintendent at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

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### **Fees/Charges for Supervisorial Oversight**

The district may charge for district supervisorial oversight as follows: (Education Code 47613; 5 CCR 11969.7)

1. Actual costs up to one percent of the charter school's revenue if the district provides the charter school with facilities under Education Code 47614 and charges the charter school a pro-rata share of the facilities cost
2. Actual costs up to three percent of the charter school's revenue if the district provides the charter school substantially rent-free facilities
3. Actual costs if the district is assigned supervisorial oversight responsibility for the charter school by SBE when authorized on appeal

### **Technical Assistance/Intervention**

Whenever a charter school is identified for technical assistance based on the performance of one or more numerically significant student subgroups on SBE-established criteria, the charter school shall receive technical assistance from the County Superintendent of Schools. Such technical assistance shall be focused on building the

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charter school's capacity to develop and implement actions and services responsive to student and community needs, including, but not limited to, any of the following: (Education Code 47607.3)

1. Assisting the charter school to identify its strengths and weaknesses in regard to the state priorities applicable to the charter school pursuant to Education Code 47605. This shall include working collaboratively with the charter school to review performance data on the state and local indicators included in the California School Dashboard and other relevant local data and to identify effective, evidence-based programs or practices that address any areas of weakness.
2. Working collaboratively with the charter school to secure assistance from an academic, programmatic, or fiscal expert or team of experts to identify and implement effective programs and practices that are designed to improve performance in any areas of weakness identified by the charter school. Another service provider, including, but not limited to, a school district, county office of education, or charter school, may be solicited to act as a partner to the charter school in need of technical assistance.
3. Obtaining from the charter school timely documentation demonstrating that it has completed the activities described in Items #1 and 2 or substantially similar activities, or has selected another service provider to work with the charter school to complete the activities described in Items #1 and 2 or substantially similar activities, and ongoing communication with the Board to assess the charter school's progress in improving student outcomes.

In addition, if, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more numerically significant student subgroups, or for all of the student subgroups if the school has fewer than three subgroups, in regard to one or more state or school priorities identified in the charter, the County Superintendent may request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074. (Education Code 47607.3; 52072)

In accordance with law, the Board may deny a charter school's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regard to inadequate academic achievement of all numerically significant subgroups of students served by the charter school.

### **Complaints**

Each charter school shall establish and maintain policies and procedures in accordance with the uniform complaint procedures as specified in 5 CCR 4600-4670 to enable any person alleging the school's noncompliance with Education Code 47606.5 or 47607.3 to file a complaint with the charter school. (Education Code 52075)

A complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. A complainant who is not satisfied with the decision may appeal the decision to the SPI. (Education Code 52075)

If the charter school finds merit in the complaint or the SPI finds merit in an appeal, a remedy shall be provided to all affected students and parents/guardians. (Education Code 52075)

### **School Closure**

In the event that the Board revokes or denies renewal of a charter or the charter school ceases operation for any reason, the Superintendent or designee shall, when applicable in accordance with the charter and/or an MOU, provide assistance to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out of the charter school.

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, if renewal of a charter is denied, a charter is revoked, or a charter school will cease operation for any reason.

Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records. (Education Code 47604.32; 5 CCR 11962.1)

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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.

<b>State</b>	<b>Description</b>
5 CCR 11700-11705	Independent study
5 CCR 11960-11969.10	Charter schools
5 CCR 4600-4670	Uniform complaint procedures
Bus. Code 7583.45	Training for security officers
CA Constitution Article 16, Section 8.5	<a href="#">Public finance; school accountability report card</a>
CA Constitution Article 9, Section 5	<a href="#">Common school system</a>
Corp. Code 5110-6910	<a href="#">Nonprofit public benefit corporations</a>
Ed. Code 1006	<a href="#">Prohibition against school district employees serving on county board of education</a>
Ed. Code 17070.10-17079.30	<a href="#">Leroy F. Greene School Facilities Act</a>
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members
Ed. Code 215	Suicide prevention policies
Ed. Code 215.5	Student identification cards; inclusion of safety hotlines
Ed. Code 220	Prohibition of discrimination
Ed. Code 221.61	Posting of Title IX information on web site
Ed. Code 221.9	Sex equity in competitive athletics
Ed. Code 222	Reasonable accommodations; lactating students
Ed. Code 222.5	Pregnant and parenting students; notification of rights
Ed. Code 231.5-231.6	Sexual harassment policy
Ed. Code 234.4	Mandated policy on bullying prevention
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 32282	School safety plans
Ed. Code 32283.5	Bullying; online training

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Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 35179.4-35179.6	Interscholastic athletic programs, safety; swimming pool safety that is not part of interscholastic athletic program
Ed. Code 35183.1	Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance
Ed. Code 35292.6	Stocking of menstrual products
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 38001.5	Training for security officers
Ed. Code 38080-38086	School meals
Ed. Code 39831.3	Transportation safety plan
Ed. Code 39843	Disciplinary action against bus driver; report to Department of Motor Vehicles
Ed. Code 41024	Report of expenditure of state facility funds
Ed. Code 42100	Annual statement of receipts and expenditures
Ed. Code 44030.5	Reporting change in employment status due to alleged misconduct
Ed. Code 44237	Criminal record summary
Ed. Code 44258.9	Monitoring of teacher assignments
Ed. Code 44691	Information on detection of child abuse; annual training
Ed. Code 44830.1	Certificated employees; conviction of a violent or serious felony
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 45125.1	Criminal records summary; employees of contracting entity
Ed. Code 46015	Accommodations for pregnant and parenting students; parental leave
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 47634.2	Nonclassroom-based instruction
Ed. Code 47640-47647	Special education funding for charter schools
Ed. Code 47651	Apportionment of funds; charter schools
Ed. Code 48000	Minimum age of admission for kindergarten; transitional kindergarten
Ed. Code 48010-48011	Minimum age of admission (first grade)
Ed. Code 48206.3-48208	Students with temporary disabilities; individual instruction
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48901.1	Suspension and expulsion; willful defiance

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20 USC 6311	State plan
20 USC 7221-7221j	Charter schools
34 CFR 200.1-200.78	Accountability
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<b>Management Resources</b>	<b>Description</b>
Attorney General Opinion	104 Ops.Cal.Atty.Gen. 66 (2021)
Attorney General Opinion	101 Ops.Cal.Atty.Gen. 92 (2018)
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 297 (1995)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 166 (2006)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 52 (1997)
CA Department of Education Publication	California School Accounting Manual
CA Office of Administrative Hearings Decisions	Student v. Horizon Instructional Systems Charter School, (2012) OAH Case No. 2011060763
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020
California Dept. of Pesticide Reg. Publication	School District Integrated Pest Management Plan Template
California Interscholastic Federation Publication	Pursuing Victory with Honor, 1999
Court Decision	Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986
CSBA Publication	Charter Schools: A Guide for Governance Teams, rev. 2016
CSBA Publication	Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October 2017
CSBA Publication	Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018
U.S. DOE Guidance	Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">U.S. Department of Agriculture</a>
Website	<a href="#">National Suicide Prevention Lifeline</a>
Website	<a href="#">National Domestic Violence Hotline</a>
Website	<a href="#">California State Teachers Retirement System</a>
Website	<a href="#">California Public Employees Retirement System</a>

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Website	<a href="#">California Department of General Services, Office of Administrative Hearings</a>
Website	<a href="#">California Commission on Teacher Credentialing</a>
Website	<a href="#">California Commission on Peace Officer Standards and Training</a>
Website	<a href="#">California Bureau of Security and Investigative Services</a>
Website	<a href="#">California State Controller</a>
Website	<a href="#">California Department of Pesticide Regulation</a>
Website	<a href="#">California Student Aid Commission</a>
Website	<a href="#">National Association of Charter School Authorizers</a>
Website	<a href="#">California Charter Schools Association</a>
Website	<a href="#">California Department of Education, Charter Schools</a>
Website	<a href="#">California Interscholastic Federation</a>
Website	<a href="#">California Office of the Attorney General</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">U.S. Department of Education</a>

#### Cross References

Code	Description
0420.4	<a href="#">Charter School Authorization</a>
0420.4	<a href="#">Charter School Authorization</a>
0420.42	<a href="#">Charter School Renewal</a>
0420.43	<a href="#">Charter School Revocation</a>
0460	<a href="#">Local Control And Accountability Plan</a>
0460	<a href="#">Local Control And Accountability Plan</a>
0500	<a href="#">Accountability</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
1312.3	<a href="#">Uniform Complaint Procedures</a>
1312.3-E(1)	<a href="#">Uniform Complaint Procedures</a>
1312.3-E(2)	<a href="#">Uniform Complaint Procedures</a>
1431	<a href="#">Waivers</a>
6162.51	<a href="#">State Academic Achievement Tests</a>
6162.51	<a href="#">State Academic Achievement Tests</a>
7160	<a href="#">Charter School Facilities</a>

{SR774270}

7160

[Charter School Facilities](#)

{SR774270}



**Policy 0420.42: Charter School Renewal****Status:** ADOPTED**Original Adopted Date:** 03/01/2012 | **Last Revised Date:** 12/01/2021 | **Last Reviewed Date:** 05/04/2023

Whenever a charter school submits a petition for renewal of its charter, the Board shall review the petition thoroughly and in a timely manner, consistent with the timelines set out in the Education Code. The Board shall consider renewal petitions only of charters originally authorized by the Board itself or by the State Board of Education (SBE) on appeal after initial denial by the Board.

The Board shall deny the renewal petition of any charter school operated as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Education Code 47604)

When a charter school, concurrently with its renewal petition, proposes to expand operations to one or more additional sites or grade levels, the charter school shall request a material revision to its charter. The material revision may be made only with the approval of the Board and in accordance with the standards and criteria in Education Code 47605 for material revisions. (Education Code 47607)

The Board recommends that a charter school submit its petition for renewal to the Board sufficiently early before the expiration of the term of the charter to allow the Board's deliberations and decision on the renewal petition to be completed with minimal disruption to the charter school's educational program in the renewal year.

The petition for renewal shall include a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed. (Education Code 47607; 5 CCR 11966.4)

**Criteria for Granting or Denying Renewal**

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is demonstrably unlikely to serve the interests of the entire community in which the school is located, as described in Education Code 47605. (Education Code 47607)

The signature requirement for charter authorization petitions is not applicable to petitions for renewal. (Education Code 47607; 5 CCR 11966.4)

In determining whether to grant a charter renewal, the Board shall review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, the Board shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year. The Board shall only consider data from sources adopted by SBE. (Education Code 47607, 47607.2)

Following the Board's review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on school performance, as follows:

## 1. Renewal of Five to Seven Years

- a. A charter school that is not eligible for technical assistance pursuant to Education Code 47607.3 shall be granted renewal for a period of five to seven years when, for two consecutive years immediately preceding the renewal, or for two of the most recent years for which state data is available preceding the renewal if the two consecutive years immediately preceding the renewal decision include the 2019-20 or 2020-21 school year, the charter school achieved either of the following: (Education Code 47607)
  1. Received the two highest performance levels schoolwide on all the state indicators included in the Dashboard for which the charter school receives performance levels, provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years
  2. For all measurements of academic performance, received performance levels schoolwide that are the same or higher than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average, provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups
- b. If the charter school satisfies the above criteria, it shall only be required to update the renewal petition to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and, as necessary, to reflect the current program offered by the charter school. (Education Code 47607)

## 2. Renewal of Five Years

- a. A renewal shall be granted for five years if clear and convincing evidence, demonstrated by state indicators included in the Dashboard, and optionally supported by verified data, , shows either of the following: (Education Code 47607.2)
  1. Measurable increases in academic achievement, as defined by at least one year's progress for each year in school
  2. Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers
  3. For renewal purposes, data is considered verified if it is included on the list of verified data sources adopted by the California State Board of Education
- b. For any such charter school, the Board may deny the renewal petition only upon making written factual findings that the charter school failed to meet or make sufficient progress toward meeting standards that provide a benefit to students at the school, that the closure of the charter school is in the best interest of students, and that the Board's decision provided greater weight to performance on measurements of academic performance. (Education Code 47607.2)

## 3. Denial/Two-Year Renewal

- a. The Board shall generally not renew a charter if, for two consecutive years immediately preceding the renewal decision, or for two of the most recent years for which state data is available immediately preceding the renewal if the two consecutive years immediately preceding the renewal decision include the 2019-20 or 2020-21 school year, either of the following

applies: (Education Code 47607.2)

1. The charter school has received the two lowest performance levels schoolwide on all the state indicators included in the Dashboard for which it receives performance levels, provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years
  2. For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or lower than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are lower than the state average, provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups
- b. However, the Board may grant a two-year renewal to any such charter school if the Board makes written factual findings, setting forth specific facts to support the findings, that: (Education Code 47607.2)
1. The charter school is taking meaningful steps to address the underlying cause(s) of low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school.
  2. There is clear and convincing evidence, demonstrated by verified data, showing achievement of the criteria specified in item #2a above. For renewal purposes, data is considered verified if it is included on the list of verified data sources adopted by the California State Board of Education

In addition to all the grounds stated above for denial of a charter renewal, the Board may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is not serving all students who wish to attend. When denying a charter renewal for either of these reasons, the Board shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The Board may deny the renewal for these reasons only upon a finding that either the corrective action proposed by the charter school has been unsuccessful or that the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding. (Education Code 47607)

A charter school that qualifies for the state's Dashboard Alternative School Status shall not be subject to any of the above criteria. Instead, in determining whether to grant a charter renewal for such a charter school, the Board shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The Board shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The Board may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of students. (Education Code 47607)

### **Timelines for Board Action**

Within 60 days of receiving the renewal petition, the Board shall hold a public hearing to review documentation submitted by the charter school, determine the level of support for the petition, and obtain public input. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed {SR774272}

certification that the petitioner deems the petition to be complete. (Education Code 47605)

The Board shall either grant or deny the charter renewal within 90 days of receiving the petition. The date may be extended by an additional 30 days if both the petitioner and the Board agree to the extension. (Education Code 47605)

At least 15 days before the public hearing at which the Board will grant or deny the charter petition, the Board shall publish all staff recommendations and recommended findings regarding the petition. During the public hearing, petitioners shall have equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings. (Education Code 47605)

If the Board fails to make a written factual finding when required for denial of the petition pursuant to the section "Criteria for Granting or Denying Renewal" above within the required time period, the absence of a written factual finding shall be deemed an approval of the renewal petition.

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, whenever a renewal of the charter is granted or denied. (Education Code 47604.32; 5 CCR 11962.1)

If the Board denies a renewal petition, the charter school may submit its application for renewal to the County Board of Education within 30 days of the Board's written factual findings supporting the denial. (Education Code 47605, 47607.5)

### **School Closure**

If a charter is not renewed and the charter school ceases operation, the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962 shall be implemented. (Education Code 47604.32, 47605)

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#### 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.

<b>State</b>	<b>Description</b>
5 CCR 11962-11962.1	Definitions
5 CCR 11966.4	Submission of charter renewal petition
5 CCR 11966.5	Charter petitions that have not been renewed; submission to county board of education
Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 56145-56146	Special education services in charter schools
Ed. Code 60600-60648.5	Assessment of academic achievement

<b>Federal</b>	<b>Description</b>
20 USC 7221-7221j	Expanding opportunity through quality charter schools

<b>Management Resources</b>	<b>Description</b>
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CSBA Publication	Charter Schools: A Guide for Governance Teams, rev. June 2021
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">California Charter Authorizing Professionals</a>
Website	<a href="#">California Charter Schools Association</a>
Website	<a href="#">California Department of Education, Charter Schools</a>
Website	<a href="#">National Association of Charter School Authorizers</a>
Website	<a href="#">U.S. Department of Education</a>
Website	<a href="#">CSBA</a>

### Cross References

Code	Description
0420.4	<a href="#">Charter School Authorization</a>
0420.4	<a href="#">Charter School Authorization</a>
0420.41	<a href="#">Charter School Oversight</a>
0420.41-E(1)	<a href="#">Charter School Oversight</a>
0420.43	<a href="#">Charter School Revocation</a>
0500	<a href="#">Accountability</a>
6162.51	<a href="#">State Academic Achievement Tests</a>
6162.51	<a href="#">State Academic Achievement Tests</a>

**Policy 0420.42: Charter School Renewal**

**Status:** ADOPTED

**Original Adopted Date:** 03/01/2012 | **Last Revised Date:** 12/01/2021 | **Last Reviewed Date:** ~~12/01/2021~~05/04/2023

~~The Governing Board believes that the ongoing operation of a charter school should be dependent on the school's effectiveness in achieving its mission and goals for student learning and other student outcomes.~~

Whenever a charter school submits a petition for renewal of its charter, the Board shall review the petition thoroughly and in a timely manner, consistent with the timelines set out in the Education Code. The Board shall consider renewal petitions only of charters originally authorized by the Board itself or by the State Board of Education (SBE) on appeal after initial denial by the Board.

The Board shall deny the renewal petition of any charter school operated as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Education Code 47604)

When a charter school, concurrently with its renewal petition, proposes to expand operations to one or more additional sites or grade levels, the charter school shall request a material revision to its charter. The material revision may be made only with the approval of the Board and in accordance with the standards and criteria in Education Code 47605 for material revisions. (Education Code 47607)

The Board recommends that a charter school submit its petition for renewal to the Board sufficiently early before the expiration of the term of the charter to allow the Board's deliberations and decision on the renewal petition to be completed with minimal disruption to the charter school's educational program in the renewal year.

The petition for renewal shall include a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed. (Education Code 47607; 5 CCR 11966.4)

**Criteria for Granting or Denying Renewal**

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is demonstrably unlikely to serve the interests of the entire community in which the school is located, as described in Education Code 47605. (Education Code 47607)

The signature requirement for charter authorization petitions is not applicable to petitions for renewal. (Education Code 47607; 5 CCR 11966.4)

In determining whether to grant a charter renewal, the Board shall review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, the Board shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year. The Board shall only consider data from sources adopted by SBE. (Education Code 47607, 47607.2)

Following the Board's review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on school performance, as follows:

1. Renewal of Five to Seven Years

- a. A charter school that is not eligible for technical assistance pursuant to Education Code 47607.3 shall be granted renewal for a period of five to seven years when, for two consecutive years immediately preceding the renewal, or for two of the most recent years for which state data is available preceding the renewal if the two consecutive years immediately preceding the renewal decision include the 2019-20 or 2020-21 school year, the charter school achieved either of the following: (Education Code 47607)
  1. Received the two highest performance levels schoolwide on all the state indicators included in the Dashboard for which the charter school receives performance levels, provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years
  2. For all measurements of academic performance, received performance levels schoolwide that are the same or higher than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average, provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups
- b. If the charter school satisfies the above criteria, it shall only be required to update the renewal petition to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and, as necessary, to reflect the current program offered by the charter school. (Education Code 47607)

2. Renewal of Five Years

- a. A renewal shall be granted for five years if clear and convincing evidence, demonstrated by state indicators included in the Dashboard, and optionally supported by verified data, by verified data, shows either of the following: (Education Code 47607.2)
  1. Measurable increases in academic achievement, as defined by at least one year's progress for each year in school
  2. Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers
  - ~~2-3.~~ For renewal purposes, data is considered verified if it is included on the list of verified data sources adopted by the California State Board of Education
- b. For any such charter school, the Board may deny the renewal petition only upon making written factual findings that the charter school failed to meet or make sufficient progress toward meeting standards that provide a benefit to students at the school, that the closure of the charter school is in the best interest of students, and that the Board's decision provided greater weight to performance on measurements of academic performance. (Education Code 47607.2)

3. Denial/Two-Year Renewal

- a. The Board shall generally not renew a charter if, for two consecutive years immediately preceding the renewal decision, or for two of the most recent years for which state data is available immediately preceding the renewal if the two consecutive years immediately preceding the renewal decision include the 2019-20 or 2020-21 school year, either of the following applies: (Education Code 47607.2)
  1. The charter school has received the two lowest performance levels schoolwide on all the state indicators included in the Dashboard for which it receives performance levels, provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years
  2. For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or lower than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are lower than the state average, provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups
- b. However, the Board may grant a two-year renewal to any such charter school if the Board makes written factual findings, setting forth specific facts to support the findings, that: (Education Code 47607.2)
  1. The charter school is taking meaningful steps to address the underlying cause(s) of low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school.
  2. There is clear and convincing evidence, demonstrated by verified data, showing achievement of the criteria specified in item #2a above. For renewal purposes, data is considered verified if it is included on the list of verified data sources adopted by the California State Board of Education

In addition to all the grounds stated above for denial of a charter renewal, the Board may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is not serving all students who wish to attend. When denying a charter renewal for either of these reasons, the Board shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The Board may deny the renewal for these reasons only upon a finding that either the corrective action proposed by the charter school has been unsuccessful or that the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding. (Education Code 47607)

A charter school that qualifies for the state's Dashboard Alternative School Status shall not be subject to any of the above criteria. Instead, in determining whether to grant a charter renewal for such a charter school, the Board shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The Board shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The Board may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of students. (Education Code 47607)

### **Timelines for Board Action**



Within 60 days of receiving the renewal petition, the Board shall hold a public hearing to review documentation submitted by the charter school, determine the level of support for the petition, and obtain public input. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

The Board shall either grant or deny the charter renewal within 90 days of receiving the petition. The date may be extended by an additional 30 days if both the petitioner and the Board agree to the extension. (Education Code 47605)

At least 15 days before the public hearing at which the Board will grant or deny the charter petition, the Board shall publish all staff recommendations and recommended findings regarding the petition. During the public hearing, petitioners shall have equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings. (Education Code 47605)

If the Board fails to make a written factual finding when required for denial of the petition pursuant to the section "Criteria for Granting or Denying Renewal" above within the required time period, the absence of a written factual finding shall be deemed an approval of the renewal petition.

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, whenever a renewal of the charter is granted or denied. (Education Code 47604.32; 5 CCR 11962.1)

If the Board denies a renewal petition, the charter school may submit its application for renewal to the County Board of Education within 30 days of the Board's written factual findings supporting the denial. (Education Code 47605, 47607.5)

### **School Closure**

If a charter is not renewed and the charter school ceases operation, the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962 shall be implemented. (Education Code 47604.32, 47605)

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#### **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.

<b>State</b>	<b>Description</b>
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Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 56145-56146	Special education services in charter schools
Ed. Code 60600-60648.5	Assessment of academic achievement

**Federal**

20 USC 7221-7221j

**Description**

Expanding opportunity through quality charter schools

**Management Resources**

CSBA Publication

**Description**

Charter Schools: A Guide for Governance Teams, rev. June 2021

Website

[CSBA District and County Office of Education Legal Services](#)

Website

[California Charter Authorizing Professionals](#)

Website

[California Charter Schools Association](#)

Website

[California Department of Education, Charter Schools](#)

Website

[National Association of Charter School Authorizers](#)

Website

[U.S. Department of Education](#)

Website

[CSBA](#)**Cross References****Code**

0420.4

**Description**[Charter School Authorization](#)

0420.4

[Charter School Authorization](#)

0420.41

[Charter School Oversight](#)

0420.41-E(1)

[Charter School Oversight](#)

0420.43

[Charter School Revocation](#)

0500

[Accountability](#)

6162.51

[State Academic Achievement Tests](#)

6162.51

[State Academic Achievement Tests](#)

**Policy 0420.43: Charter School Revocation****Status: ADOPTED****Original Adopted Date:** 03/01/2012 | **Last Revised Date:** 03/01/2020 | **Last Reviewed Date:** 12/01/2013

The Governing Board expects any charter school it authorizes to provide a sound educational program that promotes student learning and to carry out its operations in a manner that complies with law and the terms of its charter. The Board may revoke a charter in accordance with law.

When the Board determines, in writing, that any violation under Education Code 47607 constitutes a severe and imminent threat to the health or safety of students, the Board may immediately revoke the school's charter. When such a determination is made, the Board shall approve and deliver to the charter school's governing body, the County Board of Education, and the California Department of Education (CDE) a Notice of Revocation by Determination of a Severe and Imminent Threat to Pupil Health or Safety. (Education Code 47607; 5 CCR 11968.5.3)

In all other circumstances, the Board may revoke a charter after providing due process and using the procedures described below. The Board may revoke a charter if it makes a written factual finding specific to that charter school and supported by substantial evidence that the charter school has done any of the following: (Education Code 47607)

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter
2. Failed to meet or pursue any of the student outcomes identified in the charter
3. Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement
4. Violated any law

The Board shall also consider revoking the charter of any charter school for which the California Collaborative for Educational Excellence (CCEE) has provided advice and assistance pursuant to Education Code 47607.3 if CCEE has issued either of the following findings: (Education Code 47607.3)

1. That the charter school has failed or is unable to implement the recommendations of the CCEE
2. That the inadequate performance of the charter school, as based on the California School Dashboard, is so persistent or acute as to require revocation of the charter

In determining whether to revoke a charter, the Board shall consider increases in student academic achievement for all numerically significant groups of students served by the charter school, as defined in Education Code 52052. (Education Code 47607, 47607.3)

**Revocation Procedures**

If the Board is considering a revocation of a charter school, it shall take action to approve and deliver a Notice of Violation to the charter school's governing body. The Notice of Violation shall identify: (Education Code 47607; 5 CCR 11965, 11968.5.2)

1. The charter school's alleged violation(s).

2. All evidence relied upon by the Board in determining that the charter school committed the alleged violation(s), including the date and duration of the alleged violation(s). The Notice shall show that each alleged violation is both material and uncured and that it occurred within a reasonable period of time before the Notice of Violation is issued.
3. The period of time that the Board has concluded is a reasonable period of time for the charter school to remedy or refute the identified violation(s). In identifying this time period, the Board shall consider the amount of time reasonably necessary to remedy each identified violation, which may include the charter school's estimation as to the anticipated remediation time.

At least 72 hours prior to any meeting at which the Board will consider issuing a Notice of Violation, the Board shall provide the charter school with notice and all relevant documents related to the proposed action. (5 CCR 11968.5.2)

By the end of the remedy period identified in the Notice of Violation, the charter school's governing body may submit to the Board a detailed written response and supporting evidence addressing each identified violation, including, as applicable, a refutation, remedial action taken, or proposed remedial action. (5 CCR 11968.5.2)

At the conclusion of the remedy period specified in the Notice of Violation, the Board shall evaluate any response and supporting evidence provided by the charter school's governing body and shall take one of the following actions: (5 CCR 11968.5.2)

1. Discontinue revocation of the charter and provide timely written notice of such action to the charter school's governing body
2. Continue revocation of the charter, by issuing a Notice of Intent to Revoke to the charter school's governing body within 60 calendar days of the conclusion of the remedy period, if there is substantial evidence that the charter school has failed to remedy a violation identified in the Notice of Violation or to refute a violation to the Board's satisfaction. All evidence relied upon by the Board for the decision shall be included in the Notice of Intent to Revoke.

If the Board issues a Notice of Intent to Revoke, it shall hold a public hearing concerning the revocation on the date specified in the notice, which shall be no later than 30 days after providing the notice. Within 30 calendar days after the public hearing, or within 60 calendar days if extended by written mutual agreement of the Board and the charter school, the Board shall issue a final decision on the revocation of the charter. (Education Code 47607; 5 CCR 11968.5.2)

If the Board fails to meet the timelines specified above for issuing a Notice of Intent to Revoke or a final decision, the revocation process shall be deemed terminated. (5 CCR 11968.5.2)

Within 10 calendar days of the Board's final decision, the Superintendent or designee shall provide a copy of the final decision to CDE and the County Board. (Education Code 47604.32; 5 CCR 11968.5.2)

Notwithstanding any language to the contrary in a charter petition, the district is not obligated to follow the dispute resolution procedures of a charter prior to revoking that charter, and any language to the contrary in any charter petition is null and void and not binding on the district.

## **Appeals**

If the Board revokes a charter, the charter school may, within 30 days of the Board's final decision, appeal the revocation to the County Board. The County Board's decision may subsequently be appealed to the State Board of Education by either the charter school or the district. However, a revocation based upon the findings of CCEE

pursuant to Education Code 47607.3 may not be appealed. (Education Code 47607, 47607.3; 5 CCR 11968.5.3-11968.5.5)

## School Closure

If a charter school ceases operation due to revocation, the Board and/or the charter school shall implement the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962. (Education Code 47603.32)

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<b>State</b>	<b>Description</b>
5 CCR 11960-11969.10	Charter schools
5 CCR 11968.5.1-11968.5.5	Charter revocations
Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 47607	Charter renewals and revocations
Ed. Code 52052	Accountability; numerically significant student subgroups
<b>Management Resources</b>	
Court Decision	Today's Fresh Start, Inc. v. Los Angeles County Office of Education, (2013) 57 Cal.4th 197
CSBA Publication	Charter Schools: A Guide for Governance Teams, rev. June 2021
CSBA Publication	The Role of the Charter School Authorizer, Online Course
Website	<a href="#">CSBA District and County Office of Education Legal Services</a>
Website	<a href="#">National Association of Charter School Authorizers</a>
Website	<a href="#">California Charter Schools Association</a>
Website	<a href="#">California Department of Education, Charter Schools</a>
Website	<a href="#">CSBA</a>
Website	<a href="#">U.S. Department of Education</a>

## Cross References

<b>Code</b>	<b>Description</b>
0420.4	<a href="#">Charter School Authorization</a>
0420.4	<a href="#">Charter School Authorization</a>
0420.41	<a href="#">Charter School Oversight</a>
0420.41-E(1)	<a href="#">Charter School Oversight</a>
0420.42	<a href="#">Charter School Renewal</a>
0500	<a href="#">Accountability</a>



**Policy 0420.43: Charter School Revocation**

**Status:** ADOPTED

**Original Adopted Date:** 03/01/2012 | **Last Revised Date:** 03/01/2020 | **Last Reviewed Date:** 12/01/2013

The Governing Board expects any charter school it authorizes to provide a sound educational program that promotes student learning and to carry out its operations in a manner that complies with law and the terms of its charter. The Board may revoke a charter in accordance with law.

When the Board determines, in writing, that any violation under Education Code 47607 constitutes a severe and imminent threat to the health or safety of students, the Board may immediately revoke the school's charter. When such a determination is made, the Board shall approve and deliver to the charter school's governing body, the County Board of Education, and the California Department of Education (CDE) a Notice of Revocation by Determination of a Severe and Imminent Threat to Pupil Health or Safety. (Education Code 47607; 5 CCR 11968.5.3)

In all other circumstances, the Board may revoke a charter after providing due process and using the procedures described below. The Board may revoke a charter if it makes a written factual finding specific to that charter school and supported by substantial evidence that the charter school has done any of the following: (Education Code 47607)

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter
2. Failed to meet or pursue any of the student outcomes identified in the charter
3. Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement
4. Violated any law

The Board shall also consider revoking the charter of any charter school for which the California Collaborative for Educational Excellence (CCEE) has provided advice and assistance pursuant to Education Code 47607.3 if CCEE has issued either of the following findings: (Education Code 47607.3)

1. That the charter school has failed or is unable to implement the recommendations of the CCEE
2. That the inadequate performance of the charter school, as based on the California School Dashboard, is so persistent or acute as to require revocation of the charter

In determining whether to revoke a charter, the Board shall consider increases in student academic achievement for all numerically significant groups of students served by the charter school, as defined in Education Code 52052. (Education Code 47607, 47607.3)

**Revocation Procedures**

If the Board is considering a revocation of a charter school, it shall take action to approve and deliver a Notice of Violation to the charter school's governing body. The Notice of Violation shall identify: (Education Code 47607; 5 CCR 11965, 11968.5.2)

1. The charter school's alleged violation(s).

2. All evidence relied upon by the Board in determining that the charter school committed the alleged violation(s), including the date and duration of the alleged violation(s). The Notice shall show that each alleged violation is both material and uncured and that it occurred within a reasonable period of time before the Notice of Violation is issued.
3. The period of time that the Board has concluded is a reasonable period of time for the charter school to remedy or refute the identified violation(s). In identifying this time period, the Board shall consider the amount of time reasonably necessary to remedy each identified violation, which may include the charter school's estimation as to the anticipated remediation time.

At least 72 hours prior to ~~any meeting~~[any meeting](#) at which the Board will consider issuing a Notice of Violation, the Board shall provide the charter school with notice and all relevant documents related to the proposed action. (5 CCR 11968.5.2)

By the end of the remedy period identified in the Notice of Violation, the charter school's governing body may submit to the Board a detailed written response and supporting evidence addressing each identified violation, including, as applicable, a refutation, remedial action taken, or proposed remedial action. (5 CCR 11968.5.2)

At the conclusion of the remedy period specified in the Notice of Violation, the Board shall evaluate any response and supporting evidence provided by the charter school's governing body and shall take one of the following actions: (5 CCR 11968.5.2)

1. Discontinue revocation of the charter and provide timely written notice of such action to the charter school's governing body
2. Continue revocation of the charter, by issuing a Notice of Intent to Revoke to the charter school's governing body within 60 calendar days of the conclusion of the remedy period, if there is substantial evidence that the charter school has failed to remedy a violation identified in the Notice of Violation or to refute a violation to the Board's satisfaction. All evidence relied upon by the Board for the decision shall be included in the Notice of Intent to Revoke.

If the Board issues a Notice of Intent to Revoke, it shall hold a public hearing concerning the revocation on the date specified in the notice, which shall be no later than 30 days after providing the notice. Within 30 calendar days after the public hearing, or within 60 calendar days if extended by written mutual agreement of the Board and the charter school, the Board shall issue a final decision on the revocation of the charter. (Education Code 47607; 5 CCR 11968.5.2)

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## Appeals

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pursuant to Education Code 47607.3 may not be appealed. (Education Code 47607, 47607.3; 5 CCR 11968.5.3-11968.5.5)

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0420.42	<a href="#">Charter School Renewal</a>
0500	<a href="#">Accountability</a>





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1a

**Meeting Date:** May 4, 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
6. Notices of Completion – 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>
<b><u>NUTRITION SERVICES DEPARTMENT</u></b>		
California Department of Education A23-00096	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$95,981 No Match
Period: 3/15/23-2/1/24. Description: 2022 National School Lunch Program Equipment Assistance Grant. Funds will be used to upgrade the cafeteria service line at Luther Burbank HS. The grant funds will be paired with additional kitchen infrastructure grant funds to make improvements to Luther Burbank kitchen.		

<b><u>STUDENT SUPPORT &amp; HEALTH DEPARTMENT</u></b>		
County of Sacramento A23-00095	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$681,027 No Match
Period: 7/1/22-6/30/24. Description: The Sacramento County Behavioral Health Department has awarded SCUSD a grant for the Safe Zone Squad (SZS) in the amount of \$681,027.		
<p>A team called the Safe Zone Squad (SZS), known as the Student Support Center, will provide mental health crisis and triage services to students, ages 11 to 14, on identified school campuses of Albert Einstein Middle School, and Sam Brannan Middle School. Each SZS will be comprised of a 2 person team on each campus. Mental health support services include but are not limited to crisis intervention services, listening circles, skill development, psycho-education, stress/crisis management, parent/caregiver trainings, restorative mediation and mental health screening to identify appropriate levels of support from the SZS and provide linkage to a mental health provider or other resources within the community, if needed.</p> <p>The Safe Zone Squad (SZS) will assist in reducing gaps within the existing service continuum on designated school campuses for students ages eleven (11) to fourteen (14). SZS will enhance school and/or relationship success for students, teachers, families and staff, reduce stigma, and reduce future mental health crises that result in psychiatric hospitalization. Additionally, SZS will provide improved access to services for student populations that are being unserved and underserved including LGBTQ students, homeless students, students served by Child Welfare or Probation, Commercially Sexually Exploited Children/Youth (CSEC) and immigrant and refugee students.</p>		

## EXPENDITURE AND OTHER AGREEMENTS

### Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>SPECIAL EDUCATION DEPARTMENT</u></b>		
Nonpublic School and Agency Providers	7/1/22 – 6/30/23: Ratification is requested for increases to seventeen (17) existing contracts with the below Non-Public Schools and Agencies, approved on September 15, 2022.  Non-Public School services include basic education, related services, and room and board/mental health services for students in day treatment programs/residential placements. Non-Public Agency services include Speech and Language Pathology, Occupational Therapy, Physical Therapy, Music Therapy, aides, and nurses for services that are identified on Individual Education Plans (IEPs). When the District is not able to provide services via District employees, the use of contract agencies is necessary to ensure that we comply with state and federal law that govern special education.	See Below Special Education Funds
	Existing Non-Public School/Agency Contracts:	Increase                      New Total
S23-00002	Action Support Care Services	\$250,000                      \$1,750,000
S23-00003	Aldar Academy	\$150,000                      \$1,150,000
S23-00012	Capitol Speech & Rehab	\$110,000                      \$510,000
S23-00020	Discovery Ranch	\$20,000                      \$220,000
S23-00022	Easter Seal	\$70,000                      \$170,000
S23-00023	Ed Supports, LLC dba Juvo	\$280,000                      \$580,000
S23-00024	The Giving Tree	\$70,000                      \$290,000
S23-00031	Kadiant, LLC	\$130,000                      \$235,000
S23-00032	Kadiant, LLC	\$400,000                      \$2,400,000
S23-00036	Maxim Healthcare Staffing	\$300,000                      \$1,600,000
S23-00040	Northern California Rehabilitation Inc.	\$200,000                      \$650,000
S23-00043	Opportunity Acres dba Independent Trails	\$45,000                      \$105,000
S23-00045	Point Quest Education-Depot Park/EI Dorado Hills	\$1,500,000                      \$4,000,000
S23-00046	Point Quest (All Regions)	\$750,000                      \$1,950,000
S23-00047	Positive Behavior Supports (PBS) Corp	\$320,000                      \$1,070,000
S23-00064	School Steps	\$220,000                      \$520,000
S23-00069	New Directions Solutions LLC dba ProCare Therapy	\$915,750                      \$990,300

Mohammad Anwary  
dba All Star Premier  
Transportation  
SA23-00274

New Contract:

- Yes  
 No

Student transport-Transportation of student(s) with disabilities for Fiscal Year 2022-2023 as requested by the Special Education Department. Increase is requested to address an increase in students requiring specialized transportation services to receive a free appropriate public education (FAPE) for the remaining days of the school year. Service is provided in accordance to federal/ state regulations and as discussed and agreed upon by IEP team.

Original Contract  
Amount:  
\$30,000  
Special  
Education Funds

Increase  
Requested:  
\$30,000  
Special  
Education Funds

New Total  
Amount:  
\$60,000  
Special  
Education Funds

Growing Healthy  
Children  
S23-00026

New Contract:

- Yes  
 No

Non-Public School services include basic education, related services, and room and board/mental health services for students in day treatment programs/residential placements as requested by the Special Education Department. Request for increase of funds are due to needing of an additional online classroom assistant for special education students at Leonardo da Vinci.

Original Contract  
Amount:  
\$1,500,000  
Special  
Education Funds

Increase  
Requested:  
\$24,000  
Special  
Education Funds

New Total  
Amount:  
\$60,000  
Special  
Education Funds

## **FACILITIES DEPARTMENT**

Kitchell CEM  
SA23-00597

New Contract:

- Yes  
 No

5/4/23 – 12/31/24: Project and construction management services for the California Middle School Campus Renewal and Roof Replacement Building 1 and 3A (2023) project. Project consists of: Roof replacement at main Building: Rooms 1-27, Office, Library, Cafeteria, and Classroom Building; Rooms 31-36. Campus Renewal project consists of flooring, ADA improvements, interior paint and technology.

\$859,160  
Measure H  
Funds

Kitchell CEM was selected for this project from the District's pool of construction managers qualified through an RFQ process in December 2021.

Nielsen Inspection Services SA23-00615	5/4/23 – 12/31/24: DSA Inspector of Record services for the Oak Ridge Elementary School New Construction project.	\$410,850 Measure H Funds
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New Contract:  
 Yes  
 No

Nielsen Inspection Services was selected for this project from the District's pool of DSA Inspector of Record qualified through an RFQ process in October 31, 2022.

Miracle Play System R23-04754	Purchase and installation of playground structure and freestanding play panels and equipment for Ages 2-5, Ages 2-12 and Ages 5-12 for the Bret Harte Playground Project.	\$452,750.86 Measure Q Funds
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Utilizing Sourcewell Cooperative Purchasing Agreement #010521-LTS

New Contract:  
 Yes  
 No

The Purchasing and Facilities departments find it is in the best interest of the District to utilize Sourcewell agreement #010521-LTS pursuant to Public Contract Code § 20118, which allows other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts. Sourcewell (formerly NJPA) is a State of Minnesota local government agency. As a Sourcewell member, the District is able to utilize Sourcewell's nationally bid Playground and Water Play Equipment with Related Equipment and Services contract to purchase the playground structure, poured-in-place rubber safety surface, and installation directly from Miracle Play System without the time and expense of competitively bidding the equipment itself.

## **APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT**

SITE/DEPT	ITEM
Library/Textbook Services	BACKGROUND: California Education Code § 60530 states any district board which employs a superintendent of schools, and other school districts with the approval of the county superintendent of schools may dispose of unusable surplus or undistributed obsolete instructional materials, or such materials which are usable but cannot be distributed pursuant to Section 60510 in any of the following ways:
ITEMS	
Obsolete Textbooks	(a) Mutilated as not to be salable as instructional materials and sold for scrap or for use in the manufacture of paper pulp or other substances at the highest price that can be obtained.(b) Destroyed by any economical means, provided that no instructional material shall be destroyed until 30 days after the governing board has given notice to all persons who have filed a request for such notice.
TOTAL VALUE	
\$0.00	
DISPOSAL METHOD	
Disposal	

STATUS: The District has adopted a new k-12 Social Studies curriculum for the 2023-2024 school year. Textbook Services has calculated approximately 33,050 obsolete k-12 Social Studies textbooks, Teacher's Editions, and supporting curriculum that are deemed too outdated to sell or donate. Recycling of hardcover textbooks of this quantity would be subject to a significant expense to the District.

RECOMMENDATION: It is recommended that the Board of Education approve the disposal of obsolete textbooks. Planning will include Textbook Services, Facilities Support Services, and the District's solid waste handler to coordinate the disposal of textbooks from bins at the school sites after June 15, 2023. Scheduling extra pick-ups if necessary.

## **RECOMMENDED BID AWARDS – FACILITIES PROJECTS**

**Bid No:** 0168-418 John D. Sloat Paving Repairs

Bids received: March 28, 2023; 2:00 pm

Recommendation: Award to McGuire Hester

Funding Source: Measure Q

BIDDER	BIDDER LOCATION	AMOUNT
McGuire Hester	Sacramento, CA	\$2,813,000
Lamon Construction	Yuba City, CA	\$2,918,000
Joe's Landscaping	Newman, CA	\$3,350,000

**Bid No:** 0410-409-1 Albert Einstein ReRoof

Bids received: April 13, 2023; 1:00 pm

Recommendation: Award to Roofing and Solar

Funding Source: Measure Q

BIDDER	BIDDER LOCATION	AMOUNT
Roofing & Solar	Santa Rosa, CA	\$3,415,000
PAC Shield	Modesto, CA	\$3,778,409
King's Roofing	Sacramento, CA	\$3,874,000
Stronger Building Services	San Leandro, CA	\$3,910,000

**Bid No:** 0040-461-2 Clayton B. Wire Technology Infrastructure (Site Preparation for Interim Housing) Prepare the site for interim housing for Nicholas students for the school years 23-24 and 24-25 while Nicholas undergoes modernization and construction. The work will include Site wide upgrade of voice, data, clock and intercom IP infrastructure, including installation of some owner furnished voice and data equipment. Rework existing MDF and establish new IDF's, including new electrical outlets as well as some other minor electrical rework. Replace or install new damaged / missing fire alarm and intrusion alarm devices, including programming of control panels.

Bids received: March 28, 2023; 2:00 pm

Recommendation: Award to C.H. Reynolds Electric, Inc.

Funding Source: Measure H

BIDDER	BIDDER LOCATION	AMOUNT
C.H. Reynolds Electric, Inc.	Rocklin, CA	\$784,686
Schetter Electric, LLC	Sacramento, CA	\$1,168,081
SAC Valley Electric, Inc.	Sacramento, CA	\$1,208,300



## **CHANGE NOTICES – FACILITIES PROJECTS**

The following change notice is submitted for approval.

**Project:** Cesar Chavez / Edward Kemble New Construction and Modernization

**Recommendation:** Balfour Beatty / Clark & Sullivan, a joint venture was awarded preconstruction services at the December 15, 2022 Board of Education Meeting to authorize staff to pursue a lease-leaseback contract with Balfour Beatty / Clark & Sullivan. Once plans are finalized, approved by Division of State Architect and the guaranteed maximum price (GMP) for the project is developed, the construction contract will be submitted to the Board for approval. This request for proposal was publicly advertised on September 26, 2022 and October 3, 2022.

Original Pre-Construction Amount: \$74,810; Measure H Funds

Amendment No. 1 Amount: \$76,836; Measure H Funds (long lead material procurement for Interim Housing); board approved March 2, 2203

Amendment No. 2 Amount: \$535,166; Measure H Funds (long lead material procurement for Interim Housing). Approve Amendment No. 2 for \$535,166; Measure H Funds to Balfour Beatty / Clark & Sullivan, a joint venture.

Amendment No. 2 is for securing long lead items on materials as part of this summer's interim housing project including carpet, portable foundation systems, and site utilities pipe and fittings. All work as part of a Lease Leaseback (LLB), including amendments, have bids completed at the sub-contractor level by the LLB entity.

New Total Contract Amount: \$686,812; Measure H Funds

The cost of construction is currently estimated at \$72,000,000.

Original Contract Completion Date: September 1, 2025

New Contract Completion Date: September 1, 2025

## **NOTICES OF COMPLETION – FACILITIES PROJECTS**

Contract work is complete and Notices of Completion may be executed.

<b>Contractor</b>	<b>Project</b>	<b>Completion Date</b>
Roebbelen Contracting, Inc.	Security Fencing at 7 Sites (Albert Einstein, Caroline Wenzel, John Bidwell, Martin Luther King, Jr., Sol Aureus (Bear Flag), Genevieve Didion and Mark Twain	3/31/23

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Jorge A. Aguilar, Superintendent Sacramento City Unified School District 5735 47th Ave Sacramento, CA 95824-4528	<b>CDE GRANT NUMBER</b>			
	<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
	22	14906 & 15667	67439	00
<b>Attention</b> District Superintendent or School Administrator	<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> Nutrition Services Division	<b>Resource Code</b>	<b>Revenue Object Code</b>		34
<b>Telephone</b> 916-643-9000	5314	8290		<b>INDEX</b>

<b>Name of Grant Program</b> National School Lunch Program Equipment Assistance Grant	0190
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GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$95,981.00		\$95,981.00		3-15-23	2-1-24
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
10.579	NSLP-22-CA-01	2022 National School Lunch Program Equipment Assistance			USDA	

I am pleased to inform you that you have been funded for the 2022 National School Lunch Program Equipment Assistance Grant.

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.

To formally accept the funds, please use the **secure electronic signature process** provided in this award email (via Adobe Sign) **within 10 business days**. As the **authorized child nutrition program representative**, you are set up as the authorized signer in Adobe Sign. Food service directors/managers are cc'd with view-only access. Upon completion, all parties will receive a final PDF copy by email.

Mailed documents will **not** be processed. You are voluntarily agreeing to complete this form/transaction electronically. If you do not wish to do so, please immediately contact the California Department of Education staff member listed below to explain why.

<b>California Department of Education Contact</b> Danielle Rice	<b>Job Title</b> School Nutrition Programs Specialist
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<b>E-mail Address</b> <a href="mailto:equipmentgrant@cde.ca.gov">equipmentgrant@cde.ca.gov</a>	<b>Telephone</b> 916-323-2538
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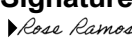
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 	<b>Date</b> April 6, 2023
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**CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS**

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

<b>Printed Name of Authorized Agent</b> Rose Ramos	<b>Title</b> CBO
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<b>E-mail Address</b> rose-f-ramos@scusd.edu	<b>Telephone</b>
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<b>Signature</b> 	<b>Date</b> Apr 13, 2023
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### **Grant Award Notification (continued)**

**This Grant Award Notification (GAN) must be signed and returned to the Nutrition Services Division (NSD) before any grant funds can be disbursed to you. Please keep a copy for your records.**

Upon receipt of a signed copy of this GAN (and local school board approval if necessary), the California Department of Education (CDE) will disburse to each grantee 90 percent of their approved amount.

### **GRANTEES AGREE TO:**

- Be an approved program sponsor(s) prior to receiving grant funding.
- Expend funds for the approved program activities in accordance with this grant award, the grant application, and all applicable regulatory requirements regarding the administration and expenditure of these funds.
- Submit a Progress Report by August 1, 2023. If you do not submit a Progress Report and do not document any approved procurement activity, then your total award may be rescinded. Incomplete or missing Progress Reports may result in the described loss of funding. The text within this paragraph constitutes all required notice.
- Submit copies of three quotes, purchase order, invoice, payment, and delivery receipt supporting expenditures made under this grant to the NSD.
- Expend all grant funds at approved site(s) and submit final documents by February 1, 2024. If final expenditure documents are not received, the NSD may immediately rescind any unpaid funds and bill for any remaining balance.
- Funds that are not fully expended must be returned to the NSD.

**The CDE reserves the right to deny expenditures that are not allowable under this grant even if the expenditures were initially approved.**






# Sacramento City USD

Final Audit Report

2023-04-13

Created:	2023-04-13
By:	Bryan Gee (bgee@cde.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeGuB13Sxw6KeJ3F5MQKg5G1K_-DrtP7r

## "Sacramento City USD" History

-  Document created by Bryan Gee (bgee@cde.ca.gov)  
2023-04-13 - 7:01:21 PM GMT- IP address: 165.225.242.115
-  Document emailed to Rose Ramos (rose-f-ramos@scusd.edu) for signature  
2023-04-13 - 7:01:49 PM GMT
-  Email viewed by Rose Ramos (rose-f-ramos@scusd.edu)  
2023-04-13 - 11:08:27 PM GMT- IP address: 207.166.39.3
-  Document e-signed by Rose Ramos (rose-f-ramos@scusd.edu)  
Signature Date: 2023-04-13 - 11:08:44 PM GMT - Time Source: server- IP address: 207.166.39.3
-  Agreement completed.  
2023-04-13 - 11:08:44 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



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# Fiscal Year 2023/2024 Contract Agreement

## New Contractor Checklist

Please review your current scope of service, budget, quarterly reports and data. Your contract monitor will be working with you on possible changes or updates.

**Please complete and return the following items along with this checklist by the date notated in the original email.**

- Contractor Information Letter  
*Fillable*
- Letter, on agency letterhead, stating if you have five (5) or more full time employees (FTE's)  
*Use your agency's letterhead for this statement*
- Copy of the Resolution by the Board of Director's  
*Use your agency's letterhead for this statement, or the one provided.*
- Good Neighbor Site Information  
*Fillable form*
- Service Delivery Address  
*Fillable form listing each site of service*
- Certification of Compliance  
*Review, sign, and date*
- Payee Data Record, if applicable. Please update if there are changes  
*In lieu of IRS W-9*
- Assurance of Cultural Competence Compliance  
*Review, sign, and date*
- Medi-Cal Provider Disclosure Statement  
*Review, sign, and date*
- Current organization chart and a list of Board of Directors members with contact information

DocuSign Agreement - Instructions and Fillable Opt-In/Opt-Out Form

Thank you,

County of Sacramento  
BHS Contract Administration Team  
DHSMHProviderInv@saccounty.net

**County Executive**

Ann Edwards

**Deputy County Executive**

Chevon Kothari  
Social Services



**Department of Health Services**

Timothy W. Lutz, Director

**Divisions**

Administration  
Behavioral Health  
Primary Health  
Public Health

**County of Sacramento**

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March 1, 2023

RE: Funding Availability Contingent Upon County Budget Approval

Dear Contractor:

The County of Sacramento Board of Supervisors approves initial and renewal resolutions for contracting authority every year for the Department of Health Services. These resolutions authorize the Director of the Department of Health Services to execute agreements with the contractors listed in the resolutions.

As is customary and part of the initial or renewal contract process, the funding for these agreements is contingent upon the Board of Supervisors' approval of the Department's yearly Recommended and/or Adopted Budget. Most contractors are familiar with this annual process, realizing that the resolutions do not authorize billings or payments until the Budget is adopted and contracts are executed. Recognizing that many contractors may have new staff who are not familiar with these multiple steps, we are issuing this refresher/reminder about how the process works. This notice should not be construed as an indicator as to funding availability for any contractors.

The County of Sacramento appreciates your partnership in the provision of services to the Sacramento community. If you have any questions, please feel free to contact me.

Sincerely,

Maryann Luke  
Deputy Director  
Office of Finance, Contracts and Administration

Department of Health Services  
Division of Behavioral Health  
Contractor Information Letter

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

**SUBJECT: Pending Agreement with the County of Sacramento, Department of Health Services, Division of Behavioral Health**

You or your agency are being contracted to provide services to Sacramento County residents in Fiscal Year 2023-2024. The following information is required in order to process your contract accurately and timely.

1. **Contractor's Legal Business Name:** \_\_\_\_\_

2. **Business Address:** \_\_\_\_\_

**New address**, as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Service Delivery address**, if different than above: **Please complete form Service Delivery Address List.** Please include every site where services are delivered.

4. **Work Phone:** \_\_\_\_\_ **Other phone:** \_\_\_\_\_

5. **E-mail address:** \_\_\_\_\_

6. **You are contracting as (please check only one):**  individual provider  business owner

**Type of business:**  Corporation **In which state?** \_\_\_\_\_  Sole Proprietorship  Partnership

Government agency/organization

**Is this a nonprofit organization?**  Yes  No

7. **How many full time employees work for your company?** \_\_\_\_\_

8. For the purposes of this contract, the County may or may not withhold taxes from the provider. **(Please Note:** IRS rules may require the County to withhold taxes from some providers.)

**Would you prefer to have taxes withheld?**  Yes  No

9. **Contact person for this organization:** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

10. **Do you or your company own or lease vehicles to be used while performing services under this contract?**

Yes  No

11. **Employer Identification Number:** \_\_\_\_\_

12. **Unique Entity ID (UEI) number(s):** \_\_\_\_\_

13. Your agency's fiscal year is:  January 1<sup>st</sup> – December 31<sup>st</sup>  July 1<sup>st</sup> – June 30<sup>th</sup>  
 Other \_\_\_\_\_ to \_\_\_\_\_  
(month) (day) (month) (day)

14. If contracting as a Corporation, **please attach a copy of the Resolution approved by your agency's Board of Directors** that authorizes your organization to enter into a contract with the County. The Resolution should also include the names and titles of each person authorized to execute the agreement and to submit claims for payment.
15. In order for your contract to be executed, you **must provide a certificate of insurance** for the appropriate types of insurance and amounts indicated in your Sacramento County contract. **Sacramento County must be named as Additional Insured** for General Commercial Liability coverage, and an **Additional Insured Endorsement page must be submitted**.
16. Please return this completed form via email to [DHSMHProviderInv@SacCounty.gov](mailto:DHSMHProviderInv@SacCounty.gov) no later than the date specified in the email.

Sincerely,

Behavioral Health Contract Administration

Team DHSMHProviderInv@SacCounty.gov



# “5 or More Employees Letter”

## YOUR LETTERHEAD

Current Date

(Name of Program Contact Coordinator)  
County of Sacramento  
Department of Health Services  
7001A East Parkway  
Sacramento, CA 95823

To Whom It May Concern:

(YOUR COMPANY NAME HERE) currently has XX full-time employees on the payroll.

If (YOUR COMPANY NAME HERE) has no employees and therefore does not carry Workers Compensation or Employer Liability insurance coverage, (YOUR COMPANY NAME HERE) certifies in the event they hire employees the undersigned will immediately provide evidence of such insurance coverage as statutorily required.

If you need additional information, please contact me at XXX-XXX-XXXX.

Sincerely,

YOUR NAME  
YOUR TITLE

## INSTRUCTIONS

for

### CONTRACTOR'S BOARD OF DIRECTORS RESOLUTION / SIGNATURE AUTHORITY

1. *Legal name* of organization as listed on the Secretary of State website.
2. Title of position authorized to sign/execute contracts for organization.
3. Typed name of person currently filling position, who is authorized to sign/execute contracts for organization.
4. Signature of person currently filling position, who is authorized to sign/execute contracts for organization.
5. Title of position authorized to submit claims for payment (i.e., treasurer, business manager)
6. Typed name of person currently filling position, who is authorized to submit claims for payment.
7. Signature of person currently filling position, who is authorized to submit claims for payment.
8. Legal name of organization as listed on the Secretary of State website.
9. Corporate status (profit or nonprofit), as applicable.
10. Date of meeting at which this Resolution was approved.
11. Date this form is completed.
12. Typed name of person verifying accuracy of 1 through 11.
13. Signature of person verifying items 1 through 11.

***(See next page for sample of Board of Directors Resolution.)***

**“BOARD OF DIRECTORS’ RESOLUTION / SIGNATURE AUTHORITY”**

WHEREAS, a proposed contract with the COUNTY OF SACRAMENTO for the delivery of services by this organization has been determined to be in the best interest of 1. \_\_\_\_\_

by its duly constituted Board of Directors:

NOW, THEREFORE, BE IT RESOLVED: That the persons named below are authorized to negotiate and execute, on behalf of the above stated corporation, said contract and any and all documents pertaining to this contract, and to submit claims for reimbursement and other financial reports required by said contract;

AND FURTHERMORE: That the signatures recorded below are the true and correct signatures of the designated individuals.

**AUTHORIZED TO EXECUTE CONTRACT:**

2. \_\_\_\_\_  
Title

3. \_\_\_\_\_  
Name

4. \_\_\_\_\_  
Signature

**AUTHORIZED TO SUBMIT CLAIMS:**

5. \_\_\_\_\_  
Title

6. \_\_\_\_\_

7. \_\_\_\_\_  
Signature

**CERTIFICATION**

I certify that I am the duly qualified and acting Secretary of 8. \_\_\_\_\_, a duly organized and existing California 9. \_\_\_\_\_ (corporation). The foregoing is a true copy of a Resolution adopted by the Board of Directors of said corporation, at a meeting legally held on 10. \_\_\_\_\_, and entered into the minutes of such meeting, and is now in full force and effect.

Date: 11. \_\_\_\_\_

12. \_\_\_\_\_  
Name (Type or Print)

13. \_\_\_\_\_  
Signature

# GOOD NEIGHBOR POLICY SITE INFORMATION

Please complete the following questionnaire for each site. If additional space is necessary, please attach supplemental information on a separate sheet of paper.

1. Agency Name: \_\_\_\_\_

2. Site Address: \_\_\_\_\_

3. Contact Person: \_\_\_\_\_

4. Phone Number: \_\_\_\_\_

5. What services are currently provided at this facility? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Please list all County departments with which you have contracts and for what services?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. The facility is: owned \_\_\_\_\_ or leased \_\_\_\_\_

Contractor: \_\_\_\_\_

Contract No.: \_\_\_\_\_

**Service DELIVERY Address LIST**

Facility Name	Address	City/State/Zip	Area Code/Phone #

**COUNTY OF SACRAMENTO  
CONTRACTOR CERTIFICATION OF COMPLIANCE FORM**

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business:

CONTRACTOR hereby certifies that either:

- \_\_\_\_\_ (a) the CONTRACTOR is a government or non-profit entity (exempt), or
- \_\_\_\_\_ (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt), or
- \_\_\_\_\_ (c) each Principal Owner (25% or more), does not have any existing child support orders, or
- \_\_\_\_\_ (d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

New CONTRACTOR shall certify that each of the following statements is true:

- a. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- b. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

**NOTE:** Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at 1-866-901-3212, by writing to P.O. Box 269112, Sacramento, 95826-9112, or via the Customer Connect website at [www.childsupport.ca.gov](http://www.childsupport.ca.gov).

\_\_\_\_\_  
**CONTRACTOR NAME**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name of person authorized to sign**

\_\_\_\_\_  
**Signature**



# County of Sacramento

County of Sacramento  
Payee Data Record  
(REV Apr 2017)

## PURPOSE OF FORM

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you for real estate transaction.

## ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the County of Sacramento must indicate their residency status along with their taxpayer identification number.

A nonresident payee can use Franchise Tax Board Form 587 to allocate California source payments and determine if withholding is required. This form must be certified and is valid for the duration of the contract provided there is no material change in the facts. By signing Form 587, the payee agrees to promptly notify the withholding agent of any changes in facts.

If appropriate, attach a completed Franchise Tax Board Form 587 to this form.

A **corporation** will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For **individual/sole proprietorship**, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose an any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate, if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the Unites States, call.....1-800-852-5711  
From outside the United States, call.....1-916-845-6500  
For hearing impaired with TDD, call.....1-800-822-6268

## EXEMPTIONS

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemption box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3 of IRS Form W-9 (Rev. 8-2013) for the codes.

## ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates, and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FRB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

State of California  
Franchise Tax Board  
Nonresident Withholding Section  
Attention: State Agency Withholding Coordinator  
P.O. Box 651 Sacramento, CA 95812-0651  
Telephone: (916) 845-4900  
FAX: (916) 845-4831

WEB SITE: [www.ftb.ca.gov](http://www.ftb.ca.gov)

**If a reduced rate of withholding or waiver has been authorized by the Franchise Tax board, attach a copy to this form.**

## ePAYABLE CONTRACT INFORMATION

The County offers electronic payments through ePayables. The benefits to your company include: saving time and money-reduces labor, hassle, expenses and risk associated with checks; enhancing cash flow-expedites the receipt of payments by eliminating mail and paper check float; requires no change to invoice procedures; and electronic payments are more secure and conserves the environment by eliminating printing and mailing paper checks. When you enroll in this payment option, we need a contact name, phone number and email address. It is best to provide a group email address, in case there is a change in your staff. This payment process allows electronic remittance advice to be sent to your group email address detailing invoices that are approved for payment along with dollar amount. If you are interested in participating in this program, please email to [ePayables@saccounty.net](mailto:ePayables@saccounty.net) and include: company name, contact person, email address and phone number.

## PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The County of Sacramento requires that all parties entering into business transactions that may lead to payment(s) from the County must provide their valid Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for an individual and a sole proprietorship is the Social Security Number (SSN). The Internal Revenue Service (IRS) considers a TIN as incorrect if either the name or the number shown on an account does not match a name and number combination in their files or the files of the Social Security Administration (SSA). Section 3406 of the Internal Revenue Code requires that we withhold 28% in tax, called backup withholding, if the correct Payee name/TIN combination is not provided.

It is mandatory to furnish the information required. Federal law requires that payments for which the requested information is not provided be subject to a 28% withholding and state law imposes noncompliance penalties of up to \$20,000.

700 H Street, Room 3650 • Sacramento, CA 95814 • Phone (916) 874-7411 • Fax (916) 874-6182 • email: [W9@saccounty.net](mailto:W9@saccounty.net)





**DIVISION OF BEHAVIORAL HEALTH SERVICES  
ASSURANCE OF CULTURAL COMPETENCE COMPLIANCE**

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**This document assures compliance with various federal, state and local regulations, laws, statutes and policies related to culturally and linguistically competent services to diverse populations as outlined in the Sacramento County Division of Behavioral Health Services (BHS) Cultural Competence Plan Objectives and the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care.**

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In a culturally and linguistically competent system, each provider organization shows humility, respect for and responds to individual differences and special needs of the community. Services are provided in the appropriate cultural context and without discrimination related to, but not limited to race, ethnicity, national origin, income level, religion, gender identity, gender expression, sexual orientation, age, or physical disability. Culturally competent and responsive providers are aware of the impact of their own culture on their relationships with consumers, and know about and respect cultural, ethnic, socio-economic, gender identity and expression, and sexual identity differences, intersections and complexities. They adapt their skills to meet each individual's, family's and community's values and customs. They strive for behavioral health equity, and they exhibit accountability to the communities they serve. Cultural competence is a developmental and dynamic process – one that occurs over time and is never ending.

**Behavioral Health Services Equity Vision Statement**

Sacramento County Behavioral Health Services (BHS) envisions a community where all Sacramento County residents thrive and have equitable access to optimal behavioral and emotional wellness. By racial equity we mean closing the gaps so that race does not predict one's success, while also improving outcomes for all.

**How To Get To Goal**

- BHS seeks to be an organization where staff and clients feel welcome and have a sense of belonging, that includes all cultural/ethnic identities.
- We seek to create an organizational culture that is client/family driven and reflects community diversity at all agency levels.
- As a member of the wider Sacramento community, and through mutual collaboration and partnerships, BHS prioritizes strategies that consider harmful impacts, advance unbiased results, and takes accountable action so that cultural/ethnic identity no longer predict behavioral health wellness.

**Equity Core Values**

- Client and family driven
- Mutual collaboration and partnership
- An environment of belonging, emotional safety, and promotion of expressions of diversity
- Staff reflective of community served
- Accountability, impact, results
- Innovation/fundamental change

## **Cultural Competence Definition**

Cultural Competence is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations. (Adapted from Cross, et al., 1989)

## **Cultural Humility Definition**

One definition of Cultural Humility describes this concept as “ability to maintain an interpersonal stance that is other-oriented (or open to the other) in relation to aspects of cultural identity that are most important to the [person].” (Hook, Davis, Owen, Worthington and Utsey, 2013). Cultural Humility includes these concepts: “a lifelong commitment to self-evaluation and self-critique”, “a desire to fix power imbalances,” and “aspiring to develop partnerships with people and groups who advocate for others” (Tervalon & Murray-Garcia, 1998).

## **Cultural Competence Guiding Principles**

Cultural Competence is an ongoing process that is critical to eliminating cultural, racial, ethnic, gender identity and expression, and sexual orientation disparities in the delivery of quality and equitable mental health and substance use, prevention and treatment services. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service, and should be incorporated into all aspects of policy-making, program design, administration, service delivery, data collection and outcome measurement. The County Behavioral Health Directors Association of California developed the following guiding principles and corresponding strategies for counties to use in operating a culturally and linguistically competent system of care to eliminate disparities.

- Commitment to Cultural Competence and Health Equity
  - Address cultural competence at all levels of the system including policy, programs, operations, treatment, research and investigation, training and quality improvement. (CLAS Standard 1)
  - Demonstrate commitment to cultural and linguistic competence in all agency policy and practice documents, including the mission statement, statement of values, strategic plans, and policy and procedural manuals. (CLAS Standard 2)
  - Provide easy to understand print and multimedia materials and signage in languages commonly used by the population in the service area to inform them of the availability of language assistance services offered at no cost to them. (CLAS Standards 8 & 6)
  
- Identification of Disparities and Assessment of Needs and Assets
  - Collect, compile and analyze population statistics across language, ethnicity, age, gender, sexual orientation, socio-economic status markers and evaluate the impact of County Client Services Information data across same statistical areas. (CLAS Standard 11)
  - Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area. (CLAS Standard 12)

- Implementation of Strategies to Reduce Identified Disparities
  - Develop, implement, and monitor strategies for elimination of identified disparities (including upstream approaches that address the social determinants of health) and track impact of those strategies on disparities. (CLAS Standard 9)
  - Utilize a quality improvement framework to monitor and evaluate Cultural Competence Plans and disparity elimination activities, and share improvement targets and progress with stakeholders. (CLAS Standards 10 & 15)
- Community Driven Care
  - Develop formal and informal relationships with community members, community organizations, and other partners to maximize the delivery of effective culturally, ethnically and linguistically appropriate care, and monitor the outcomes of these partnerships. (CLAS Standard 13)
    - Ensure representation of consumers, individuals with lived mental health/behavioral health experience; family members of a consumer; children; youth; parent/caregivers of youth with serious emotional disturbance; and representatives from unserved/under-served/inappropriately served communities including Limited English Proficient (LEP) individuals on their advisory/governance body/committee to develop service delivery and evaluation (with a recommended minimum of 50%).
  - Establish and implement a transparent and inclusive process for obtaining client, community, and staff input related to cultural competence planning, implementation, monitoring and evaluation. Create and utilize culturally and linguistically appropriate conflict grievance resolution processes. (CLAS Standard 14)
- Workforce Development
  - Establish workforce recruitment strategies that ensure adequate levels of consumer/peer (persons with lived experience), community (navigators, community health workers), administrative, support, and professional staff, reflective of the diversity of the populations served. Emphasize professional development opportunities, self-care strategies to address stress and micro-aggressions, and other retention efforts. Develop corrective measures to address severe shortages impacting ability to serve county populations (WIC 4341, CLAS Standard 3).
  - Provide ongoing cultural competence and quality improvement training to consumer/peer (persons with lived experience), community (navigators, community health workers), administrative, support and professional personnel (trained behavioral health interpreters, bilingual staff) in order to effectively address the needs of cultural, racial and ethnic populations, including linguistic capability. (CCR Title 9 Section 1810.410, CLAS Standards 4 & 7)
- Provision of Culturally and Linguistically Appropriate Services
  - Ensure access to culturally and linguistically appropriate services (treatment interventions, engagement strategies, outreach services, assessment approaches, community defined practices) and offer language assistance at no cost to them, for all diverse unserved, underserved and inappropriately served populations by making them: available, accessible, acceptable, accommodating, and sensitive to historical, cultural, spiritual and/or religious experiences, values, and traditional healing practices and ceremonies. (CLAS Standards 1 & 5)
  - Make available behavioral health services that are responsive to the numerous stressors and social determinants of health experienced by cultural, racial and ethnic populations which have a negative impact on the emotional and psychological state of individuals and make every attempt to provide greater access to services, e.g. evenings/weekend hours and in less stigmatizing settings (primary care, faith-based organizations, community organizations, etc.

“While culturally competent service delivery systems will continue to have primary goals around ongoing elimination of inequities for specific racial, ethnic, and cultural communities, culturally competent systems must be sufficiently flexible in order to promote improved quality and effectiveness of services for all community members...” (County Behavioral Health Directors Association of California Framework for Advancing Cultural, Linguistic, Racial and Ethnic Behavioral Health Equity, Updated 2016, page 2).

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CONTRACTOR hereby agrees that it shall comply with the principles and guidelines set forth as outlined above, and shall:

1. Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment. Support evidence-based, community-defined, promising and emerging practices that are affirming of one’s sexual orientation, gender identity and gender expression and congruent with ethnic/racial/linguistic/cultural group belief systems, cultural values, traditional healing practices, and help-seeking behaviors. Support the county’s goal to reduce disparities to care and promote behavioral health equity by increasing access, decreasing barriers, and improving services for unserved, underserved, and inappropriately served communities.
  - Provide an emotional environment that ensures people of all cultures, ages, sexual orientation, gender identity, and gender expression feel welcome and cared for. This shall include: respect for individual preferences for traditional healing practices, alternative, spiritual and/or holistic approaches to health; a reception staff that is proficient in the different languages spoken by clients; bilingual and/or bicultural clinical staff that is knowledgeable of cultural and ethnic differences, needs, culturally accepted social interactions and healthy behaviors within the client’s family constellation or other natural support system and is able and willing to respond to clients and their natural support system in an appropriate and respectful manner. Additionally, staff identify their pronouns and ask about pronouns when meeting a client.
2. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, outcomes, evaluation, policies, procedures, and designated staff responsible for implementation.
  - As outlined in the Sacramento County Division of Behavioral Health Services Cultural Competence Plan Objectives:  
Ensure progress in the delivery of culturally competent services through the biennial completion and analysis of a system-wide Agency Self-Assessment of Cultural Competence.
3. Develop and implement a strategy to recruit, retain and promote qualified, diverse culturally and linguistically competent administrative, clinical, and support staff, reflective of the community, that are trained and qualified to address the needs of the racial and ethnic communities being served.
  - As outlined in the Sacramento County Division of Behavioral Health Services Cultural Competence Plan Objectives:  
Increase the percentage of direct service staff by 5% annually to reflect the racial, cultural and linguistic makeup of the county until the makeup of direct services staff is

proportionate to the makeup of Medi-Cal beneficiaries plus 200% of poverty population.

4. Require and arrange for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically competent service delivery. In addition to ensuring that staff members participate in required cultural competence trainings offered by Sacramento County Division of Behavioral Health Services, CONTRACTOR shall provide cultural competence training to all employees.
  - As stated in the Sacramento County Division of Behavioral Health Services PP-BHS-CCES-02-01\_Implementation of Cultural Competence:
    - All BHS-funded program staff who provide direct behavioral health services and their supervisors/managers/administrators must complete a minimum of six (6) hours annually of BHS-approved cultural competence/behavioral health equity training(s) as part of their contract agreement with the County.
5. Provide all clients with limited English proficiency access to bilingual staff or interpretation services at no cost to the client.
6. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no-cost interpreter services.
7. Translate and make available signage and commonly-used written client educational material and other materials for members of the predominant language groups in the service area.
  - Create a physical environment that ensures people of all cultures, ages, sexual orientation, gender identity and gender expression feel welcome and cared for. This shall include: decorating waiting and treatment areas with pictures that are gender affirming and reflect the diverse cultures of Sacramento County; providing reading materials, resources, and magazines in varied languages that are at appropriate reading levels and are suitable for different age groups, including children and youth; considering cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture, include gender affirming restroom space and signage, use gender affirming language in forms and documents, and ask about and use client's pronouns.
8. Ensure that interpreters and bilingual staff can demonstrate bilingual proficiency and receive training that includes the skills and ethics of interpreting, and knowledge in both languages of the terms and concepts relevant to clinical or nonclinical encounters.
  - As outlined in the Sacramento County Division of Behavioral Health Services Cultural Competence Plan Objectives:  
Maintain the standard that 98% of staff identified as interpreters complete the approved mental health/behavioral health interpreter training and receive certification. Include system partners in training to expand pool of trained interpreters in emerging language populations.
9. Ensure that the clients' primary spoken language and self-identified race/ethnicity are included in the provider's management information system as well as any client records used by provider staff.

10. Promote equity in behavioral health service utilization by actively engaging and sustaining meaningful participation of representatives from unserved, underserved and inappropriately served communities at every step of program planning, implementation, outcome measurement and evaluation. Collaborate with diverse cultural, racial, ethnic, LGBTQ, and emerging refugee communities to learn more about how they define and view culturally and linguistically competent outreach, engagement, and behavioral health wellness and recovery services.

**Dissemination of these Provisions: CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.**

*By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.*

\_\_\_\_\_  
Contractor (Organization Name)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Representative

**SACRAMENTO COUNTY MENTAL HEALTH PLAN  
MEDI-CAL PROVIDER DISCLOSURE STATEMENT OF SIGNIFICANT BENEFICIAL INTERESTS**

Entity Name	_____		
Entity Address	_____		
Taxpayer ID	Telephone Number	(916)	
1. Do you or anyone else own 5% or more of this Contractor/ Entity? (Sole Proprietors answer yes)      Yes <input type="checkbox"/> No <input type="checkbox"/>			
2. If so, is dependent health insurance available to/or through Contractor/Company?      Yes <input type="checkbox"/> No <input type="checkbox"/>			
<b>If YES to question #1, please complete the following as to each of these individuals:</b>			

Name of Provider in Which Interest is Held	Type of Provider	Address	Name of Relative(s) Who Holds The Interest	Relation	Type of Interest	Percentage and/or Dollar Amount of the Interest

*I hereby certify under penalty of perjury that all the above statements are true and correct to the best of my knowledge.*

Signature \_\_\_\_\_

Date \_\_\_\_\_

**INSTRUCTIONS**

Pursuant to 42 C.F.R. Section 455.104 and Section 14022 of the Welfare and Institutions Code provides that no payment shall be made to a Medi-Cal provider or to any facility or organization in which he or his immediate family has a “significant beneficial interest” unless the provider has a statement on file disclosing his or the interest his immediate family has in other Medi-Cal providers to which they refer beneficiaries. The applicable section under Medi-Cal program regulations is Section 51466, Article 6, Chapter 3, subdivision 1 of Division 3 of Title 22 of the California Administrative Code. This regulation is shown below.

1. Every provider must complete this form.
2. Disclosure must be made for each member of the provider’s immediate family - spouse, parents, spouse’s parents, children, and spouses of children.
3. “Significant beneficial interest” means any financial interest that represents either five percent of the total interest or a value of \$25,000 irrespective of the percentage ownership. How different types of interests are to be valued can be determined by referring to Section 51466.
4. If a provider has no “significant beneficial interest” in other providers, to which Medi-Cal recipients are referred, place “no interests” on the first line and sign the statement.

**51466. Disclosure of Significant Beneficial Interest.**

- A. A provider shall not bill or submit a claim for service involving the referral of a beneficiary to or from another provider unless each provider has disclosed any significant beneficial interest existing between the providers. Disclosures shall be accomplished by completing and submitting a Medi-Cal Personal Disclosure Statement of Significant Beneficial Interest form as provided by the Department.
- B. A provider that fails to comply with (a) or that submits a false or incorrect disclosure shall be subject to a suspension from participation or payment under the Medi-Cal program.
- C. For the purpose of this section:

- (1) "Significant beneficial interest" means any financial interest held by a provider, or a member of the provider's immediate family, in another provider that is equal to or greater than the lesser of the following:
  - (a) Five percent of the whole.
  - (b) \$25,000.00
- (2) "Immediate family" means spouse, son, daughter, father, mother, father-in-law, mother-in-law, son-in-law, or daughter-in-law.
- (3) Interests held by a provider and members of that provider's immediate family shall be combined and valued as a single interest.
- (4) The extent of financial interest shall be determined as follows:
  - (a) Full ownership shall be considered as 100 percent financial interest and control regardless of mortgages or other encumbrances.
  - (b) Interest in a partnership shall be determined on the basis of the percentage of ownership specified in either a written or verbal partnership agreement.
  - (c) Interest in a corporation shall be determined by computing the percentage of stock or bonds owned or the total outstanding shares or bonds of the corporation as of the last working day of the month preceding compliance with (a).
  - (d) All other financial arrangements shall require establishment of a fair and reasonable dollar value for both the interest and the whole. The percentage interest shall be computed as the percentage the dollar value of the interest represents of the whole.
- (5) The dollar value of the following types of interests shall be determined as follows:
  - (a) Bonds, over-the-counter stocks and stocks listed on the major stock exchanges shall be valued at the closing selling price on the last working day of the month preceding compliance with (a).
  - (b) Stocks in a closely held corporation shall be valued at the original purchase price, par value, or current market value, whichever is greater.
  - (c) Partnership interests shall be valued at the total dollar amount invested in organizing the partnership. A fair and reasonable dollar equivalent shall be determined if investment is not in form of monies.
  - (d) All other financial arrangements shall be valued at the actual dollar investment or a fair and reasonable dollar equivalent for investments not in the form of monies.



**County of Sacramento  
Department of Health Services  
Administration Division  
Contracts Unit**

**Electronic Signature Information for Contracts**

The County of Sacramento uses the DocuSign software for electronic signatures.

Please fill out the attached Contractor Opt In/Out form to indicate your preference. Signing agreements using the electronic signature method is optional.

If you choose to sign your agreement electronically using DocuSign, here is some basic information:

- There is no cost to the contractor.
- DocuSign will send an email with a link to click to access the agreement, please see the sample email on the next page.
- The contractor does not need a DocuSign account to sign the agreement.
- DocuSign will automatically send an email with a link to the next person to review or to sign the agreement.
- DocuSign will send a copy of the fully executed agreement to the signer and to any other contractor staff who have reviewed via DocuSign.

***Please contact your Contract Monitor if you find incorrect content in the agreement. Please do not sign or DocuSign the agreement if you do not agree with something in the agreement. Also, please do not 'Decline to Sign' in DocuSign. Contact your Contract Monitor, instead.***

Please be advised that these DocuSign emails will be coming from Erica Sevigny, Janet Toro or Tamara Tripp.

If you have any questions, please feel free to email us at [DHSContractsUnit@SacCounty.net](mailto:DHSContractsUnit@SacCounty.net) or call Erica Sevigny at (916) 875-1983, Janet Toro at (916) 875-1988 or Tamara Tripp (916) 875-7243.

The next page shows an example of the email you will receive from DocuSign NA3 System.

**From:** DocuSign NA3 System <[dse\\_NA3@docuSign.net](mailto:dse_NA3@docuSign.net)>  
**Sent:** Wednesday, July 8, 2020 3:47 PM  
**To:** Sawhill, Cindy <[SawhillC@SacCounty.net](mailto:SawhillC@SacCounty.net)>  
**Subject:** Please DocuSign:\*RUSH\* Execute before 7/20/20 CDPH (7207500-21-376M)

**EXTERNAL EMAIL:** If unknown sender, do not click links/attachments.



Erica Sevigny sent you a document to review and sign.

[REVIEW DOCUMENTS](#)

**Erica Sevigny**  
[SevignyE@SacCounty.net](mailto:SevignyE@SacCounty.net)

Please sign off on this MOU with the State, and contact Sara Sawyer with any questions.

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This message was sent to you by Erica Sevigny who is using the DocuSign Electronic Signature Service. If you would rather not receive email from this sender you may contact the sender with your request.

Department of Health Services, Contractor DocuSign OPT IN/OUT Form

Please select an option below in regard to signing electronically via DocuSign for

Agreement #:

Contractor Name:

I Do NOT wish to sign this Agreement with the Department of Health Services electronically via DocuSign. I prefer to have the Agreement mailed to me, sign the physical copies and return them via US mail.

I DO wish to sign this Agreement with the Department of Health Services electronically via DocuSign.

Fill in below with complete name and email address for the individual who has Authority to sign this Agreement. This field is **REQUIRED** in order for you to electronically sign. Then make a selection for who would like to receive a copy of the fully signed Agreement.

Name of Authorized Signer	Email Address

Once the Agreement is fully signed by both parties, a copy will automatically be sent to the signer and any reviewers designated below.

\_\_\_\_\_  
Name of Person Completing Form

\_\_\_\_\_  
Date

**This field is OPTIONAL. Only fill out this field if you have individual(s) other than the signer, who also need to review the Agreement before it is signed:**

These individual(s) will not be signing the Agreement, but will be asked to electronically initial their approval on this form. Please list them in the order you would like them to receive the Agreement for review, before the signer.

Order	Name of Additional Reviewer(s)	Email Address
1.		
2.		
3.		



**MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2022-2023**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2022, between Sacramento City Unified School District, hereinafter referred to as the local educational agency (“LEA”) and «NonPublic\_School» (nonpublic, nonsectarian school [NPS] or nonpublic, nonsectarian agency [NPA]), hereinafter referred to as “NPS/A” or “CONTRACTOR,” for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). Sacramento City Unified School District is the only LEA in Sacramento City Unified School District SELPA (hereinafter referred to as “SELPA”). It is understood that this Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a LEA student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”), and a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student, unless otherwise agreed by LEA and CONTRACTOR. These forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the LEA student’s Individualized Education Program (hereinafter referred to as “IEP”). LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is ordered pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and Parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement and/or NPS/A services is appropriate, and the IEP is signed by the Parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A placements and services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code,

section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of the State of California shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the State of California, or other public agency having delegated authority by contract with the State of California to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of the State of California, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Contract by the LEA. Any suspension or revocation of CONTRACTOR's CDE certification shall also be good cause for the immediate suspension or termination of this Contract by LEA, at LEA's discretion.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, State of California, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA Procedures and shall indemnify LEA under the provisions of Section 16 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA Procedures (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to CDE any violations of the provisions of this Contract; and that this may result in the suspension and/or revocation of CDE NPA/S certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Contract shall be from July 1, 2022 to June 30, 2023, unless otherwise stated. (California Code of Regulations, tit. 5, § 3062(a).) Neither CONTRACTOR nor LEA is required to renew this Contract

in subsequent contract years. The parties acknowledge that any subsequent Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Contract will remain in effect for 90 days. (California Code of Regulations, tit. 5, § 3062(d).) No Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Contract to CONTRACTOR is at the sole discretion of LEA.

The provisions of this Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Contract incorporates LEA Procedures herein by this reference. Each ISA is also incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR

CONTRACTOR shall provide LEA with information as requested in writing to secure a Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation, and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Contract will be issued. If CONTRACTOR does not return the Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Contract is received by LEA and will not be retroactive to the first day of the new Contract's effective date. If CONTRACTOR fails to execute the new Contract within such ninety-day period, all payments shall cease until such time as the new Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code §56366(c)(1) and (2)). In the event that this Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT ("ISA")**

This Contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Contract in effect. In the event that this Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program/services provided under this Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the Parent and LEA. At any time during the term of this Contract, a Parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Contract, CONTRACTOR shall provide all services specified in the IEP unless CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code §56366(a)(5) and

California Code of Regulations, tit. 5, § 3062(e).) In the event CONTRACTOR is unable to provide a specific service at any time during the term of the ISA, CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by CONTRACTOR.

If a Parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of the State of California and federal law unless the Parent and LEA voluntarily agree otherwise, or an Interim Alternative Educational Setting (“IAES”) is deemed lawful and appropriate by LEA or OAH consistent with Title 20 of the United States Codes Sections 1415(k)(1)(G), 1415(k)(2), and 1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Contract may be appealed to the Sacramento County Superintendent of Schools or the California State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency (“NPS/A”) certified by the California Department of Education (“CDE”), and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and State of California certification, licensing, registration, or other comparable requirements which apply to the area in which the person is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and California Education Code section 56366.1(n)(1), and adheres to the standards of professional practice established in federal and State of California law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by State laws or regulations. (California Code of Regulations, tit. 5, § 3001(r).)

- e. The term “license” means a valid non-expired document issued by a licensing agency within the California Department of Consumer Affairs or other State of California licensing office authorized

to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to, mental health and board and care services at a residential placement. If a license is not available through an appropriate State of California licensing agency, a certificate of registration with the appropriate professional organization at the national or State of California level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(I).

- f. “Parent” means:
- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a foster parent if the authority of the biological or adoptive parents to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (b)(2),
  - iii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
  - iv. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
  - v. a surrogate parent.

Parent does not include the state or any political subdivision of government or a NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code §56028.)

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which an LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Contract. Notices to CONTRACTOR shall be addressed as indicated on the signature page of this Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by State and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract. For purposes of this Contract, “records” shall include, but not be limited



to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (Parent/doctor notes, telephone logs, and related documents) if CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; business licenses held; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/State payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's Parent; (b) an individual to whom written consent has been executed by the LEA student's Parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to LEA student records. For purposes of this Section, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the LEA student's Parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with Parent requests for copies of LEA student records, as required by State of California and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

#### **10. SEVERABILITY CLAUSE**

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

#### **11. SUCCESSORS IN INTEREST**

This Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify LEA of any change of ownership or corporate control within ten (10) business days of such change.

#### **12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. LEA shall provide CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute, guideline, or regulation upon which the modifications or changes are based.

**14. TERMINATION**

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public class initiated during the period of the Contract unless the Parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Contract or ISA, either party shall give no less than twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

Notwithstanding the foregoing, this Contract or ISA may be terminated immediately, without twenty (20) days prior notice and at LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's NPS/A certification. If this Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract within five (5) business days of termination. Notwithstanding the foregoing regarding termination of an ISA, CONTRACTOR is bound by the "stay put" provisions described in Section 6 of this Contract.

**15. INSURANCE**

CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Contract or either party's use of the work or any component or part thereof:

**PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. Injury  
\$4,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

CONTRACTOR's general liability policy shall be primary and shall not seek contribution from LEA's coverage, and be endorsed using Insurance Services Office form CG 20 10 or CG 20 26 (or equivalent) to provide that LEA and its officers, officials, employees, and agents shall be additional insureds under such policies.

- B. Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a limit of two million dollars (\$2,000,000) per accident.

If no owned automobiles, then only hired and non-owned is required. If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. Workers' Compensation and Employers Liability Insurance** in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable State and federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. Sexual Abuse and Molestation Insurance**

CONTRACTOR shall provide Sexual Abuse and Molestation coverage in the minimum amount of five million dollars (\$5,000,000) per occurrence.

- E. Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**

CONTRACTOR shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Contract, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

- F. For all Insurance Coverage in Part I:**

- 1) Each insurance policy required by the Contract shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to LEA, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- 2) All self-insured retentions over \$100,000 must be declared and approved by LEA.
- 3) Evidence of Insurance – Prior to commencement of serving LEA students pursuant to this Contract, CONTRACTOR shall furnish LEA with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. CONTRACTOR must agree to provide complete, certified copies of all required insurance policies if requested by LEA.
- 4) Acceptability of Insurers – Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-, VII, or higher.

- G. All Certificates of Insurance** must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

## **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)**

When CONTRACTOR is a NPS affiliated with a residential treatment center ("NPS/RTC"), the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits of at least:

\$3,000,000 per Occurrence  
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name LEA and LEA's Board of Education as named additional insureds and shall provide specifically that any insurance carried by LEA which may be applicable to any claims or loss shall be deemed excess and NPS/RTC's insurance primary despite any conflicting provisions in the NPS/RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the NPS/RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Coverage** with limits of \$1,000,000 Combined Single Limit per Occurrence if the NPS/RTC does not operate a student bus service. If the NPS/RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the NPS/RTC to cover all employees who process or otherwise have responsibility for NPS/RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice Coverage** with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$5,000,000 per occurrence.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

### **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it

(excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to CONTRACTOR. LEA shall have the right in its sole discretion to select counsel of its choice to provide the defense at the sole cost of CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Contract.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that determination.

## **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR is developing subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Contract during the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor shall furnish LEA with original endorsements and certificates of insurance effecting coverage required by Section 15 of this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by LEA. All endorsements are to be received and approved by LEA before the subcontractor’s work commences.

The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Contract. All Certificates of Insurance must reference the LEA contract number, name of the NPS/A submitting the certificate, designation of NPS or NPA, and the location of the NPS/A submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Contract. No subcontract shall be considered final without LEA approval.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a Parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for an LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's NPS/A) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the LEA student for whom the IEE is requested. Likewise, LEA may not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands California Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred sixty-five (365) days prior to executing this Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request Parent(s) to pursue funding for the admitted school year from LEA through due process proceedings. Such action shall constitute good cause for termination of this Contract.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age,

marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by federal or State law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics. (Gov. Code § 12940 *et seq.*)

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each LEA student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each LEA student within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If an LEA student’s services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA, in writing, if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the LEA student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of an LEA student’s enrollment under the terms of this Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in an LEA student’s IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

CONTRACTOR may charge an LEA student’s Parent(s) for services and/or activities not necessary for the student to receive a FAPE after: (a) written notification to the LEA student’s Parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by the LEA student’s Parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning Parent acknowledgment of financial responsibility. Voluntary services and/or activities not necessary for the student to receive a FAPE shall not interfere with the LEA student’s receipt of special education and/or related services as specified in the LEA student’s IEP and ISA unless the LEA, CONTRACTOR, and Parent agree otherwise in writing.

### **22. GENERAL PROGRAM OF INSTRUCTION**

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE’s standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student’s IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs;

(d) career preparation and vocational training, consistent with transition plans pursuant to State and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Contract.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certifications, and shall be provided as specified in the student's IEP and ISA. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Contract. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a Parent or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the Parent to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Contract. CONTRACTOR shall immediately notify LEA in writing if no Parent, guardian or adult caregiver is present.

CONTRACTORS providing Behavior Intervention Services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. CONTRACTORS providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that California Education Code prescribes for LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the student's IEP.



When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the student's IEP.

#### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS CONTRACTOR is unable to fill a vacant teaching position responsible for direct instruction to LEA students, and the vacancy has a direct impact on the CDE Certification of that school, CONTRACTOR shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA CONTRACTOR.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

#### **25. CALENDARS**

When CONTRACTOR is a NPS:

CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by LEA) for each LEA student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for its regular school year and/or extended school year, the approved number of days shall become the total billable days for CONTRACTOR. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the LEA student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the student's IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the student's IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to by LEA and CONTRACTOR, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. As of the execution of this Contract, those holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. With the prior written approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a NPA:

CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise in writing before delivery of any NPA services. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any services provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Section 62 of this Contract.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to LEA all data related to LEA student information and billing information. CONTRACTOR shall provide data related to all sections of this Contract, including student discipline as noted below, when requested by LEA and in the format required by LEA. It is understood that CONTRACTOR shall utilize LEA-approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to in writing by LEA. Additional progress reporting may be required by the LEA. LEA shall provide CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915. (Ed. Code § 49006.)

LEA shall provide CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing (see Exhibit D), attendance reports (see Exhibit E) and progress reports. LEA may approve use of CONTRACTOR-provided forms at its discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA Procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration

of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team's recommended activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), and Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the LEA student, and mandated by LEA pursuant to LEA, State of California, and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend LEA-mandated meetings when legal mandates and/or LEA Procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

## **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code sections 49005, *et seq.*, 56521.1, and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support ("MTSS") to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Contract.

LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the State and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). CONTRACTOR shall affirmatively inform each of its employees about the policy, provide each employee a copy thereof, and

provide training to all employees regarding the policy. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. Training shall include certification by an approved LEA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. (Ed. Code 56366.10(f).) CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate written records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be submitted to LEA at least annually at the beginning of the school year, and within five (5) business days of completion of training or any new hire or upon LEA request.

Pursuant to California Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency. Consistent with Section 44 of this Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

To prevent emergency interventions from being used in lieu of planned, systemic behavioral interventions, the use of emergency interventions, CONTRACTOR shall immediately complete a BER when an emergency intervention is used on an LEA student. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. Each BER completed by CONTRACTOR shall be maintained in the file of the LEA student and submitted to LEA within twenty-four (24) hours for administrative action. Each BER shall include all of the following: (1) the name and age of the LEA student; (2) the setting and location of the incident; (3) the name of the staff or other persons involved; (4) a description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) details of any injuries sustained by an LEA student or others, including staff, as a result of the incident.

If an emergency intervention is used, CONTRACTOR shall notify LEA, the student's Parent, and residential care provider, if appropriate, within twenty-four (24) hours via telephone. In addition, and consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a BIP, the designated responsible LEA administrator shall, within two days, coordinate with CONTRACTOR to schedule an IEP team meeting to review the BER, to determine the necessity for a functional behavioral assessment ("FBA"), and to determine the necessity for an interim plan. If assessment is not proposed and/or if the IEP team determines that an interim plan is determined not to be necessary, the IEP team shall document the reasons for not conducting a FBA, not developing an interim plan, or both. If a BER is written regarding an LEA student who has a BIP, the behavior emergency involves a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, the designated responsible LEA administrator shall, within two days, coordinate with CONTRACTOR to schedule an IEP team meeting to review and determine if the incident constitutes a need to modify the student's BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed

to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; or (8) an intervention that deprives the individual of one or more of his or her senses.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, that may require an IEP team meeting.

CONTRACTOR shall review and revise all restraint practices when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's Parent when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above. LEA may require a review of CONTRACTOR's restraint practices at any time, including but not limited to, in response to an emergency intervention report via telephone, in response to observations or audit by LEA staff, in response to a Parent's concern, or in response to BERs forwarded to LEA for administrative action.

**BEHAVIOR INTERVENTION REPORTING:** Twice annually, CONTRACTOR shall certify to LEA that (a) CONTRACTOR has reviewed the BERs for each LEA student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each LEA student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to LEA students or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior; and (d) BERs have been properly completed and timely forwarded to LEA as required by this Contract.

Failure to comply with any of the requirements of Section 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with State of California and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline report to LEA. Written discipline reports shall include, but not be limited to: the student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by

CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the student. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each LEA student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the LEA student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and California Education Code section 56345(b)(4).)

If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of the student's IEP team. Except as otherwise provided in the Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Contract, the Parent, CONTRACTOR, or LEA may request a review of the LEA student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, CONTRACTOR, LEA, and Parent in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to CONTRACTOR, LEA, and Parent. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation regarding the student's progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA Procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Contract.

It is understood that CONTRACTOR shall utilize the LEA approved electronic IEP system for all IEP planning and progress reporting at LEA's discretion. LEA may provide training for any CONTRACTOR to ensure access to the approved system. CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a LEA student dis-enrolls from the NPS/A, the CONTRACTOR shall discontinue use of the approved system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Contract, may only be made on the basis of revisions to the student's IEP. In the event that CONTRACTOR believes a LEA student requires a change of placement, CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. A LEA student is entitled to remain in the last agreed upon and implemented placement unless Parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415(k)(4) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's Parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 U.S.C. sections [1414-1482](#) and 34 C.F.R. sections [300.1-](#)

300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). LEA shall annually notify CONTRACTOR who LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by LEA any time after the completion of the student's second year of high school, CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

#### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation includes CONTRACTOR's staff being made available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other State and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/ISA.

#### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to Parent complaints. These procedures shall include annually notifying and providing Parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy, California Education Code section 231.5; (4) Title IX Student Grievance Procedure pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.* CONTRACTOR shall include verification of these procedures to LEA. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

#### **36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to Parents, with a concurrent copy sent to LEA, at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at CONTRACTOR's place of business.

CONTRACTOR shall also provide LEA representatives access to supporting documentation used to determine progress on any goal or objective, transition plans, and behavior intervention plans, including but not limited to log sheets, chart notes, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. LEA may request such data at any time within five (5) years of the date of service. CONTRACTOR shall maintain such information for at least five (5) years and shall provide this data supporting progress to LEA within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the LEA student at least ten (10) days prior to the student's IEP team meeting for the purpose of reporting the LEA student's present levels of

performance at the IEP team meeting as required by State and federal laws and regulations and pursuant to LEA Procedures, and/or LEA practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team at least five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation, such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting, and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to LEA students as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge a LEA student's Parent(s) or LEA for the provision of progress reports, report cards, and/or any evaluations conducted in order to obtain present levels of performance, interviews, and/or attendance at any meetings. It is understood that all billable hours are limited to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the student's record and shall be made available to LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive, and submit such transcripts on LEA-approved forms to the LEA student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA, the names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Sections 9 and 26 of this Contract.

### **38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify Parents in writing of their obligation to notify CONTRACTOR of an LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to Parents. Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA in writing of the LEA student's change of residence as specified in LEA Procedures.

If CONTRACTOR had knowledge or should reasonably have had knowledge of an LEA student's change of residence and CONTRACTOR fails to follow the procedures specified in this section, LEA shall not be responsible for the costs of services delivered following the LEA student's change of residence.

### **39. WITHDRAWAL OF LEA STUDENT FROM NPS/A**

CONTRACTOR shall immediately report to LEA via telephone (within 24 hours) and in writing to LEA within five (5) business days when a LEA student is withdrawn from school and/or services without prior notice. This includes but is not limited to a LEA student's change of residence to a residence outside of LEA boundaries, and LEA student's discharge against professional advice from a NPS and/or residential treatment center ("RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.



**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a Parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that Parents obtain prior written authorization for therapeutic visits from CONTRACTOR and LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all Parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through LEA consistent with LEA Procedures.

CONTRACTOR shall notify LEA in writing immediately (within 24 hours) of all problems and/or concerns reported to parents, both verbal and written.

**41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 48853, 56155 *et seq.*, 56366(a)(2)(C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858 (2004), AB 490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and as set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000 *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 *et seq.*, regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. CONTRACTOR shall also provide LEA with a copy of the student's current IEP.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and Parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened by LEA for the student, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's Parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of California shall be certified or licensed by that state to provide, respectively,

special education and related services and designated instruction and related services to students under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

#### **42. STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **43. MONITORING**

When CONTRACTOR is a NPS, LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which LEA has a student attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the student through the ISA between LEA and the NPS, a review of progress the student is making toward the goals set forth in the student's IEP, a review of progress the student is making toward the goals set forth in the student's BIP, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a student if LEA does not have any students enrolled at the NPS at the time of placement. (Ed. Code § 56366.1.)

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress held by CONTRACTOR. LEA's access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR and LEA shall be invited to participate in the review of each LEA student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b). LEA may also conduct its own onsite review of a NPS using LEA's Quality On-Site NPS Review Rubric.

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) Superintendent shall conduct an onsite review in year two; and (3) Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant State and federal regulations, and Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment to LEA and CDE. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## PERSONNEL

### 44. CLEARANCE REQUIREMENTS

#### If CONTRACTOR is a NPA:

When CONTRACTOR is an NPA, all employees, volunteers, and subcontractors of CONTRACTOR who will interact with LEA pupils outside the immediate supervision and control of the student's Parent or an LEA employee shall obtain clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI"). Notwithstanding the restrictions on sharing and destroying criminal background check information and notwithstanding the express provisions of California Education Code sections 44237, 45125.1, and 56366.1, CONTRACTOR shall require all employees, volunteers, and subcontractors to submit fingerprints through LEA's Live Scan system, regardless of whether CONTRACTOR requires its employees and volunteers to submit fingerprints for background checks in accordance with its own procedures. In addition, CONTRACTOR shall require all employees, volunteers, and subcontractors who will interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee to enroll in LEA's subsequent arrest notification service as required by California Penal Code section 11105.2.

No employees, volunteers, or subcontractors of CONTRACTOR who have been convicted of a violent or serious felony, as those terms are defined in California Education Code Section 44237 subdivision (h) shall interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee, unless despite the employee's, volunteer's, or subcontractor's conviction of a violent or serious felony, they have met the criteria to be eligible for employment pursuant to California Education Code section 44237 subdivisions (i) or (j). CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not interact with LEA students unless and until CDOJ and DBI clearances are ascertained through LEA's Live Scan system.

#### If CONTRACTOR is a NPS or RTC:

When CONTRACTOR is an NPS or RTC, CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. In addition, if CONTRACTOR is located outside of California, then the CONTRACTOR shall also obtain clearance from its state's department of justice. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until CDOJ, its state's DOJ, and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). CONTRACTOR shall certify to LEA that CONTRACTOR'S employees, volunteers, and subcontractors have successful background checks and CONTRACTOR enrolled in subsequent arrest notification service for all employees, volunteers, and subcontractors who may come into contact with LEA students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, employee, volunteer, and subcontractor of the CONTRACTOR. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

#### 45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 3064(a).)

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code §56366.1(a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a LEA student shall be certified or licensed by that state

where it is located to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the Sacramento County Superintendent of Schools. CONTRACTOR shall comply with the requirements of Section 44 Clearance Requirements and provide LEA with verified dates of Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any LEA student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Contract.

CONTRACTOR'S failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or and shall be good cause for termination of this Contract by LEA.

CONTRACTOR shall identify to LEA any employee (or CONTRACTOR, if CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the employee and LEA the actual amounts paid to the individual for services rendered under this Contract, with LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation, including but not limited to Education Code section 22461.

#### **47. STAFF ABSENCE**

When CONTRACTOR is a NPS and a LEA student's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service

providers. It is understood that the parent of a LEA student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

**48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA Procedures and school campus-specific policies and procedures regarding visitors to/on school campuses. Such LEA Procedures shall be made available to the CONTRACTOR upon request. It is understood that the LEA public school credentialed classroom teacher is responsible for the instructional program, and all NPA service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause for LEA to terminate this Contract.

CONTRACTOR providing services outside of the student’s school as specified in the IEP shall ensure that at least one Parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the Parent shall be provided to LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to Parents, in either verbal or written form, shall also be immediately (within 24 hours) reported to the LEA.

**HEALTH AND SAFETY MANDATES**

**49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, State, and local, and laws, regulations, ordinances, policies, and procedures, and LEA Procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et seq.*, 49406, and Health and Safety Code section 121545(a) regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a LEA student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030 *et seq.* and Cal/OSHA’s Bloodborne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

See also the Health and Safety Addendum to Master Contract 2022-23 in Exhibit C.

**50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, State, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. During the duration of this Contract, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, State, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Contract by LEA.

In signing this Contract, CONTRACTOR certifies that its facilities either comply with federal and State of California and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

**51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to and as specified in LEA Procedures.

**53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and Education Code 44691. In addition, CONTRACTOR is to read and become familiar with the LEA's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4). To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement from CONTRACTOR acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify LEA's Legal Compliance Department ("Legal Compliance") of the report. CONTRACTOR is to cooperate with any investigation conducted by LEA in connection with such report.

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and State law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

**55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all of its staff members, including volunteers, independent contractors and subcontractors, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 *et seq.* A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA by CONTRACTOR before execution of this Contract and in response to subsequent requests by LEA. The written statement shall be submitted as specified by LEA.

**FINANCIAL**

**56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the NPS/A has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA Procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments to CONTRACTOR by LEA shall be made in accordance with the terms and conditions of this Contract and in compliance with LEA Procedures, and governed by all applicable federal and State of California laws.

If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade).

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.



CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on the LEA form provided in Exhibit D, with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the individual's licensing and credentials; approved cost of each invoice; total for each service, subtotal for each type of service and total for the monthly invoice; date invoice was mailed; signature of NPS/A administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided. In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

Such an invoice is subject to all conditions of this Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366.5(a); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 of this Contract. It is

understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable LEA student for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the LEA's Authorized Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Contract may be appealed to the Sacramento County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by

Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## 59. PAYMENT FOR ABSENCES

### NONPUBLIC SCHOOL (NPS) STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in a LEA student's IEP.

### NONPUBLIC SCHOOL (NPS) STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10<sup>th</sup>) cumulative day of a LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

### NONPUBLIC AGENCY (NPA) STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

### NONPUBLIC AGENCY (NPA) STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a LEA student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

## **60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency for the reasons set forth in Education Code section 41422 and serves LEA students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- b. If CONTRACTOR is closed during an emergency for the reasons set forth in Education Code section 41422, if LEA is able to obtain alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR's NPS closure. If LEA is unable to obtain an alternative placement for the LEA student, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in regular attendance, until an alternative placement can be found, so long as CONTRACTOR complies with Section 60(d), below.
- c. If both LEA and CONTRACTOR are closed during an emergency for the reasons set forth in Education Code section 41422, on days LEA is funded, CONTRACTOR shall receive payment consistent with the LEA student's ISA, until an alternative placement for the LEA student can be found so long as CONTRACTOR complies with Section 60(d), below. If LEA is able to obtain an alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S NPS closure.
- d. CONTRACTOR shall, in the case of school closures during an emergency for the reasons set forth in Education Code section 41422, implement the LEA student's IEP in accordance with Education Code 56345(a)(9) pertaining to emergency conditions and continue implementing ISAs for enrolled students . CONTRACTOR shall ensure its students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, i-Pad, hot-spots etc.) as required to access and participate. .
- e. In the event of CONTRACTOR'S closure during an emergency, LEA reserves the right to withhold payment to CONTRACTOR for instruction and services not rendered pursuant to an LEA student's ISA, consistent with Section 59.

When the emergency school closure is lifted, CONTRACTOR shall notify LEA of any lost instructional minutes for any LEA student. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

## **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract.

CONTRACTOR shall provide access to LEA to all records including, but not limited to those documents identified in Section 9 of this Contract. CONTRACTOR shall also make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR (to be specified by LEA) at all reasonable times and without charge. CONTRACTOR shall provide all records to LEA within five (5) working days of a written request. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's

offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format. Such access shall also include unannounced inspections by LEA.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached Rate Schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the Contract. It may also limit the maximum number of LEA students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and federal law, and the codes and charges for such educational and/or related services during the term of this Contract, shall be as stated in Exhibit A.

When CONTRACTOR is a NPS associated with a RTC ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per LEA student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature. Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the LEA's Quality On-Site NPS Review Rubric.

## **63. DEBARMENT CERTIFICATION**

By signing this Contract, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and
- (b) CONTRACTOR and any of its shareholders, partners, or executive officers have not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them



**EXHIBIT A: 2022-2023 RATES**

**4.1 RATE SCHEDULE FOR CONTRACT YEAR**

The CONTRACTOR: «NonPublic\_School»

CDS NUMBER:

Maximum Contract Amount: See Purchase Order

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: «TeacherStudent\_Ratio»

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \$«Daily\_Rate»
- 2) Inclusive Education Program (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE:
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
Mental Health	<u>«Mental_Health_Services»</u>	_____
Residential Room & Board	<u>«Residential_Rate»</u>	_____
Transportation	<u>«Transportation»</u>	_____
Intensive Individual Services (340)	_____	_____
Language and Speech (415)	_____	_____
Adapted Physical Education (425)	_____	_____
Health and Nursing: Specialized Physical Health Care (435)	_____	_____
Health and Nursing: Other Services (436)	_____	_____
Assistive Technology Services (445)	_____	_____
Occupational Therapy (450)	_____	_____
Physical Therapy (460)	_____	_____
Individual Counseling (510)	_____	_____
Counseling and Guidance (515)	_____	_____
Parent Counseling (520)	_____	_____
Social Work Services (525)	_____	_____
Psychological Services (530)	_____	_____
Behavior Intervention Services (535)	_____	_____
Specialized Services for Low Incidence Disabilities (610)	_____	_____
Specialized Deaf and Hard of Hearing (710)	_____	_____
Interpreter Services (715)	_____	_____
Audiological Services (720)	_____	_____
Specialized Vision Services (725)	_____	_____
Orientation and Mobility (730)	_____	_____
Specialized Orthopedic Services (740)	_____	_____
Reader Services (745)	_____	_____
Transcription Services (755)	_____	_____
Recreation Services, Including Therapeutic (760)	_____	_____
College Awareness (820)	_____	_____
Work Experience Education (850)	_____	_____
Job Coaching (855)	_____	_____
Mentoring (860)	_____	_____
Travel Training (870)	_____	_____
Other (900)	_____	_____

«DIS\_Rates»

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**EXHIBIT B: 2022-2023 ISA**

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2022 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

LEA: Sacramento City Unified School District Nonpublic School/Agency \_\_\_\_\_

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
(Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): \_\_\_\_\_ Daily Rate: \_\_\_\_\_

**Estimated # of Days** x **Daily Rate** = **Projected Basic Education Costs**

**B. RELATED SERVICES**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

*ESTIMATED MAXIMUM RELATED SERVICES COSTS* \$ \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS** \$ \_\_\_\_\_

4. Other Provisions/Attachments:

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5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements:  Quarterly  Monthly  Other (Specify) \_\_\_\_\_

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

CONTRACTOR  
«NonPublic\_School»

LEA  
Sacramento City Unified School District

By: \_\_\_\_\_  
«Contract\_Signer» Date  
«Signer\_Title»

By: \_\_\_\_\_  
Rose Ramos Date  
Chief Business Officer

### EXHIBIT C: HEALTH AND SAFETY ADDENDUM

1. Contractor shall comply with any and all local, federal, and/or state guidelines and/or regulations regarding workplace health and safety, including but not limited to any guidelines or regulations regarding the COVID-19 pandemic, and Contractor shall be solely responsible for implementing any and all requirements imposed by such local, federal, and/or state guidelines and/or regulations. Contractor acknowledges and agrees that LEA, at its sole discretion, may impose additional requirements on all Contractors and their employees and/or subcontractors while they are present on LEA sites and/or property or during any interactions with LEA staff and students to comply with applicable regulations related workplace health and safety and/or to further LEA's efforts to provide a safe environment on its property. Contractor shall comply with any such additional LEA requirements. Contractor will, at its own cost and expense, review, follow, implement, and monitor safety and health measures as part of LEA's health and safety plans, policies and procedures and/or local, federal and/or state guidelines and regulations, including but not limited to vaccinations, testing, social distancing, face coverings, and sanitation.
2. Contractor's responsibility for the Clearance Requirements identified in Section 44 of the Master Contract extends to all of its employees, subcontractors, volunteers, employees of subcontractors, and anyone acting on behalf of Contractor who comes into contact with LEA students and/or staff regardless of whether they are designated as employees or as acting as independent contractors of the Contractor.
3. Contractor recognizes that there is presently an element of risk of COVID-19 transmission inherent in visiting public spaces, such as LEA's facilities and grounds, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. Contractor agrees that LEA cannot ensure the safety of Contractor or any of its employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of Contractor from the risks of COVID-19 or other related or similar pandemics. Contractor has reviewed and understands the risks reflected in the local, state, and federal alerts, guidelines, and regulations. Contractor assumes all risks, known and unknown to it, its employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of Contractor arising from Contractor's provision of services pursuant to this Agreement, including risks related to COVID-19. Contractor assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses incurred by Contractor, Contractor's employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of Contractor arising from Contractor's provision of services pursuant to this Agreement.
4. Pursuant to the indemnification requirements in this Agreement, Contractor shall indemnify, hold harmless, and defend LEA from any damage, harm, or claim arising from Contractor's compliance or lack of compliance, with the requirements set forth in this Addendum. Additionally, if Contractor does not comply with any requirement set forth in this Addendum, then LEA may terminate this Agreement immediately, and Contractor shall be solely responsible for any and all associated costs, harm, or damage, incurred by LEA related to this breach.

5. In the event any provision or part of this Addendum is found to be invalid or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in anyway and shall continue on with full force and effect.

**EXHIBIT D: INVOICE (NPA)**



**Invoice #:**  
**Invoice Date:**  
**PO #:**  
**Month of Service:**

**BILL TO:** Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824  
**SEND INVOICE TO:** [SPED-Invoices@scusd.edu](mailto:SPED-Invoices@scusd.edu)

<b>REMIT TO</b> <b>NPA:</b> <b>Address:</b> <b>City/ST/Zip:</b>	<b>Contact Name:</b> <b>Email:</b> <b>Phone/Fax:</b>
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**SERVICE TYPE: (ex. Speech)**

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				SLP		
				SLPA		
<b>SUBTOTAL</b>						\$ -

**SERVICE TYPE: (ex. Occupational Therapy)**

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				OTR		
				COTA		
<b>SUBTOTAL</b>						\$ -

**SERVICE TYPE: (ex. Physical Therapy)**

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				PT		
				PTA		
<b>SUBTOTAL</b>						\$ -
<b>TOTAL</b>						\$ -

**NPA Administrator's Signature:**  
\_\_\_\_\_

**DATE:** \_\_\_\_\_

*\*Authorized NPA Signature- The signature of a nonpublic agency official certifies under penalty of perjury that the above and attached information is true and correct.*

**EXHIBIT D: INVOICE (NPS)**



**Invoice #**  
**Invoice Date**  
**PO #**  
**Month of Service**

**BILL TO:** Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824

**SEND INVOICE TO:** [SPED-Invoices@scusd.edu](mailto:SPED-Invoices@scusd.edu)

<b>REMIT TO</b>	<b>Contact Name:</b>
<b>NPs:</b>	<b>Email:</b>
<b>Address:</b>	<b>Phone/Fax:</b>
<b>City/ST/Zip:</b>	

**ATTENDANCE:**

STUDENT NAME	NPS SITE CASE MANAGER	# DAYS	COST
<b>SUBTOTAL</b>			<b>\$ -</b>

**RELATED SERVICE TYPE: (ex. Speech)**

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				SLP		
				SLPA		
<b>SUBTOTAL</b>						<b>\$ -</b>

**RELATED SERVICE TYPE: (ex. Occupational Therapy)**

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				OTR		
				COTA		
<b>SUBTOTAL</b>						<b>\$ -</b>
<b>TOTAL</b>						<b>\$ -</b>

**NPS Administrator's Signature:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

*\*Authorized NPS Signature- The signature of a nonpublic school official certifies under penalty of perjury that the above and attached information is true and correct. Attachments include: Daily Attendance Records, Related Service Records, and Absence Notes.*

**EXHIBIT E: ATTENDANCE REGISTER (NPS ONLY)**



**Sacramento City Unified School District**

5735 47th Ave Sacramento, CA 95824  
(916) 643-9174

**Non-Public Location:** \_\_\_\_\_

**SCUSD P.O. Number** \_\_\_\_\_

**Attendance Month:** \_\_\_\_\_ **to** \_\_\_\_\_

**Total Number of Enrolled Students** \_\_\_\_\_

**Attendance Key:**

<b>P-</b> Present	<b>B-</b> Behavior Related Absence
<b>A-</b> Absent	<b>H-</b> Holiday/ No School

**\* Please only use values listed above when reporting attendance \***

**Please Submit To**  
[SPED-Invoices@scusd.edu](mailto:SPED-Invoices@scusd.edu)

Date:																											Total Student Attendance Days
List Students Alphabetically	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F		
Last Name, First Name																											
1																											
2																											
3																											

**NPS Administrator's Certification:**

To the best of my knowledge and belief, this State School register page has been kept as required by law and in accordance with the instruction of the Superintendent of Public Instruction.

Administrator Name \_\_\_\_\_ Administrator Signature \_\_\_\_\_ Date: \_\_\_\_\_

Please submit your attendance reports no later than the 7th day of the following month. For example, July attendance reports should be submitted by August 7th or the last business day prior.



**Sacramento City**  
UNIFIED SCHOOL DISTRICT

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**SERVICES AGREEMENT**

**Date:** September 15, 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 Mohammad Abobakr Anway dba All Star Premier Transportation (hereinafter referred to as "Contractor").

**Recitals:**

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

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

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

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

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

**ARTICLE 1. SERVICES.**

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

Student transport – transportation of student(s) for FY 2022-2023 as requested by the Special Education Department.

**ARTICLE 2. TERM.**

This Agreement shall commence on September 15, 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.



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### **ARTICLE 3. PAYMENT.**

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

Fee Rate \$3.80 per mile as may be requested by District. Total fee shall not exceed \$30,000 Dollars (\$30,000).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of the Special Education Department at [SPED-Invoices@scusd.edu](mailto:SPED-Invoices@scusd.edu).

### **ARTICLE 4. EQUIPMENT AND FACILITIES.**

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

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

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

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

### **ARTICLE 6. INDEPENDENT CONTRACTOR.**

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

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

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

#### **ARTICLE 7. FINGERPRINTING REQUIREMENTS.**

Contractor agrees that any employee it assigns to provide services directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any employee that Contractor assigns to provide services directly to, or have any contact with, pupil(s) of the District shall have undergone the background check required in §45125(b)&(c), including response by DOJ, before any service or contact with pupil(s) of the District is allowed.

Pursuant to Education Code §45125.1, Contractor shall provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU) and shall certify in writing to the District that Contractor has no information that any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a "violent or serious felony" as defined in §45122.1 or that they have been advised of any such arrest by the DOJ.

Contractor shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such arrest notification and prohibit the employee from having any further contact with any pupil(s) of the District until such time as the employee's arrest has been determined to not involve a "violent or serious felony" as defined in §45122.1 or the notification has been withdrawn by DOJ. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified.

Contractor further agrees and certifies that any employee providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement (or MOU).

#### **ARTICLE 8. VACCINATION REQUIREMENTS**

Per Sacramento City Unified School District Board of Education Resolution No. 3233 requirements, Contractor agrees that any employee, agent, or subcontractor it assigns to provide services at District facilities will be fully vaccinated against COVID-19, unless they have



**Sacramento City**  
UNIFIED SCHOOL DISTRICT

filed a valid exemption with Contractor. Individuals with valid exemptions shall undergo regular, routine testing. Certification of compliance with the above requirements must be submitted using the following link prior to providing services at District facilities:

[https://app.informedk12.com/link\\_campaigns/vaccination-certification-for-contracted-services?token=xpunqUbbV5yLWwurunPm8CiQ](https://app.informedk12.com/link_campaigns/vaccination-certification-for-contracted-services?token=xpunqUbbV5yLWwurunPm8CiQ)

Failure to adhere to the terms of this provision is grounds for termination of the agreement.

#### **ARTICLE 9. 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 subcontractors.

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

#### **ARTICLE 10. INSURANCE.**

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

#### **ARTICLE 11. TERMINATION.**

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

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 Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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 contractor. 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 Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies



**Sacramento City**  
UNIFIED SCHOOL DISTRICT

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 12. ASSIGNMENT.**

This Agreement is for personal services to be performed by the Contractor. 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 13. NOTICES.**

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District  
Sacramento City Unified School District  
Attn: Contracts Department  
5735 47<sup>th</sup> Ave  
Sacramento CA 95824

Contractor:  
Mohammad Abobakr Anway dba All Star  
Premier Transportation  
2404 Snowy Egret Court  
Elk Grove CA 95757

**ARTICLE 14. 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 15. CONFLICT OF INTEREST.**

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement. Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

**ARTICLE 16. NONDISCRIMINATION.**

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work.



because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

**ARTICLE 17. 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 18. 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 Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

**ARTICLE 19. 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 20. RATIFICATION BY BOARD OF EDUCATION.**

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

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

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**MOHAMMAD ABOBAKR ANWARY dba  
ALL STAR PREMIER TRANSPORTATION**

DocuSigned by:  
*Rose Ramos*  
By: \_\_\_\_\_  
CC6FE7C204D7402...  
Rose Ramos  
Chief Business Officer

By: *M. A. Anwary*  
\_\_\_\_\_  
Mohammad Abobakr Anwary

10/28/2022  
\_\_\_\_\_  
Date

*10/26/2022*  
\_\_\_\_\_  
Date



**MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2022-2023**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2022, between Sacramento City Unified School District, hereinafter referred to as the local educational agency (“LEA”) and Growing Healthy Children Therapy Services, Inc. (nonpublic, nonsectarian school [NPS] or nonpublic, nonsectarian agency [NPA]), hereinafter referred to as “NPS/A” or “CONTRACTOR,” for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). Sacramento City Unified School District is the only LEA in Sacramento City Unified School District SELPA (hereinafter referred to as “SELPA”). It is understood that this Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a LEA student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”), and a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student, unless otherwise agreed by LEA and CONTRACTOR. These forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the LEA student’s Individualized Education Program (hereinafter referred to as “IEP”). LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is ordered pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and Parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement and/or NPS/A services is appropriate, and the IEP is signed by the Parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A placements and services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code,

section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of the State of California shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the State of California, or other public agency having delegated authority by contract with the State of California to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of the State of California, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Contract by the LEA. Any suspension or revocation of CONTRACTOR's CDE certification shall also be good cause for the immediate suspension or termination of this Contract by LEA, at LEA's discretion.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, State of California, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA Procedures and shall indemnify LEA under the provisions of Section 16 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA Procedures (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to CDE any violations of the provisions of this Contract; and that this may result in the suspension and/or revocation of CDE NPA/S certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Contract shall be from July 1, 2022 to June 30, 2023, unless otherwise stated. (California Code of Regulations, tit. 5, § 3062(a).) Neither CONTRACTOR nor LEA is required to renew this Contract



in subsequent contract years. The parties acknowledge that any subsequent Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Contract will remain in effect for 90 days. (California Code of Regulations, tit. 5, § 3062(d).) No Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Contract to CONTRACTOR is at the sole discretion of LEA.

The provisions of this Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Contract incorporates LEA Procedures herein by this reference. Each ISA is also incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR

CONTRACTOR shall provide LEA with information as requested in writing to secure a Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation, and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Contract will be issued. If CONTRACTOR does not return the Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Contract is received by LEA and will not be retroactive to the first day of the new Contract's effective date. If CONTRACTOR fails to execute the new Contract within such ninety-day period, all payments shall cease until such time as the new Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code §56366(c)(1) and (2)). In the event that this Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT ("ISA")**

This Contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Contract in effect. In the event that this Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program/services provided under this Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the Parent and LEA. At any time during the term of this Contract, a Parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Contract, CONTRACTOR shall provide all services specified in the IEP unless CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code §56366(a)(5) and

California Code of Regulations, tit. 5, § 3062(e).) In the event CONTRACTOR is unable to provide a specific service at any time during the term of the ISA, CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by CONTRACTOR.

If a Parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of the State of California and federal law unless the Parent and LEA voluntarily agree otherwise, or an Interim Alternative Educational Setting (“IAES”) is deemed lawful and appropriate by LEA or OAH consistent with Title 20 of the United States Codes Sections 1415(k)(1)(G), 1415(k)(2), and 1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Contract may be appealed to the Sacramento County Superintendent of Schools or the California State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency (“NPS/A”) certified by the California Department of Education (“CDE”), and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and State of California certification, licensing, registration, or other comparable requirements which apply to the area in which the person is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and California Education Code section 56366.1(n)(1), and adheres to the standards of professional practice established in federal and State of California law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by State laws or regulations. (California Code of Regulations, tit. 5, § 3001(r).)

- e. The term “license” means a valid non-expired document issued by a licensing agency within the California Department of Consumer Affairs or other State of California licensing office authorized

to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to, mental health and board and care services at a residential placement. If a license is not available through an appropriate State of California licensing agency, a certificate of registration with the appropriate professional organization at the national or State of California level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(I).

- f. “Parent” means:
- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a foster parent if the authority of the biological or adoptive parents to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (b)(2),
  - iii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
  - iv. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
  - v. a surrogate parent.

Parent does not include the state or any political subdivision of government or a NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code §56028.)

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which an LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Contract. Notices to CONTRACTOR shall be addressed as indicated on the signature page of this Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by State and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract. For purposes of this Contract, “records” shall include, but not be limited

to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (Parent/doctor notes, telephone logs, and related documents) if CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; business licenses held; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/State payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's Parent; (b) an individual to whom written consent has been executed by the LEA student's Parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to LEA student records. For purposes of this Section, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the LEA student's Parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with Parent requests for copies of LEA student records, as required by State of California and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

#### **10. SEVERABILITY CLAUSE**

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

#### **11. SUCCESSORS IN INTEREST**

This Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify LEA of any change of ownership or corporate control within ten (10) business days of such change.

#### **12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. LEA shall provide CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute, guideline, or regulation upon which the modifications or changes are based.

**14. TERMINATION**

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public class initiated during the period of the Contract unless the Parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Contract or ISA, either party shall give no less than twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

Notwithstanding the foregoing, this Contract or ISA may be terminated immediately, without twenty (20) days prior notice and at LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's NPS/A certification. If this Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract within five (5) business days of termination. Notwithstanding the foregoing regarding termination of an ISA, CONTRACTOR is bound by the "stay put" provisions described in Section 6 of this Contract.

**15. INSURANCE**

CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Contract or either party's use of the work or any component or part thereof:

**PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
 \$ 500,000 fire damage  
 \$ 5,000 medical expenses  
 \$1,000,000 personal & adv. Injury  
 \$4,000,000 general aggregate  
 \$2,000,000 products/completed operations aggregate

CONTRACTOR's general liability policy shall be primary and shall not seek contribution from LEA's coverage, and be endorsed using Insurance Services Office form CG 20 10 or CG 20 26 (or equivalent) to provide that LEA and its officers, officials, employees, and agents shall be additional insureds under such policies.

- B. Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a limit of two million dollars (\$2,000,000) per accident.

If no owned automobiles, then only hired and non-owned is required. If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. Workers' Compensation and Employers Liability Insurance** in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable State and federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. Sexual Abuse and Molestation Insurance**

CONTRACTOR shall provide Sexual Abuse and Molestation coverage in the minimum amount of five million dollars (\$5,000,000) per occurrence.

- E. Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**

CONTRACTOR shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Contract, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

- F. For all Insurance Coverage in Part I:**

- 1) Each insurance policy required by the Contract shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to LEA, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- 2) All self-insured retentions over \$100,000 must be declared and approved by LEA.
- 3) Evidence of Insurance – Prior to commencement of serving LEA students pursuant to this Contract, CONTRACTOR shall furnish LEA with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. CONTRACTOR must agree to provide complete, certified copies of all required insurance policies if requested by LEA.
- 4) Acceptability of Insurers – Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-, VII, or higher.

- G. All Certificates of Insurance** must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

**PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)**

When CONTRACTOR is a NPS affiliated with a residential treatment center ("NPS/RTC"), the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits of at least:

\$3,000,000 per Occurrence  
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name LEA and LEA's Board of Education as named additional insureds and shall provide specifically that any insurance carried by LEA which may be applicable to any claims or loss shall be deemed excess and NPS/RTC's insurance primary despite any conflicting provisions in the NPS/RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the NPS/RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Coverage** with limits of \$1,000,000 Combined Single Limit per Occurrence if the NPS/RTC does not operate a student bus service. If the NPS/RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the NPS/RTC to cover all employees who process or otherwise have responsibility for NPS/RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice Coverage** with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$5,000,000 per occurrence.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

**16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it

(excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to CONTRACTOR. LEA shall have the right in its sole discretion to select counsel of its choice to provide the defense at the sole cost of CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Contract.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that determination.

## **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR is developing subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Contract during the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor shall furnish LEA with original endorsements and certificates of insurance effecting coverage required by Section 15 of this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by LEA. All endorsements are to be received and approved by LEA before the subcontractor’s work commences.



The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Contract. All Certificates of Insurance must reference the LEA contract number, name of the NPS/A submitting the certificate, designation of NPS or NPA, and the location of the NPS/A submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Contract. No subcontract shall be considered final without LEA approval.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a Parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for an LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's NPS/A) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the LEA student for whom the IEE is requested. Likewise, LEA may not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands California Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred sixty-five (365) days prior to executing this Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request Parent(s) to pursue funding for the admitted school year from LEA through due process proceedings. Such action shall constitute good cause for termination of this Contract.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age,

marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by federal or State law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics. (Gov. Code § 12940 *et seq.*)

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each LEA student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each LEA student within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If an LEA student’s services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA, in writing, if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the LEA student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of an LEA student’s enrollment under the terms of this Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in an LEA student’s IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

CONTRACTOR may charge an LEA student’s Parent(s) for services and/or activities not necessary for the student to receive a FAPE after: (a) written notification to the LEA student’s Parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by the LEA student’s Parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning Parent acknowledgment of financial responsibility. Voluntary services and/or activities not necessary for the student to receive a FAPE shall not interfere with the LEA student’s receipt of special education and/or related services as specified in the LEA student’s IEP and ISA unless the LEA, CONTRACTOR, and Parent agree otherwise in writing.

### **22. GENERAL PROGRAM OF INSTRUCTION**

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE’s standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student’s IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs;

(d) career preparation and vocational training, consistent with transition plans pursuant to State and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Contract.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certifications, and shall be provided as specified in the student's IEP and ISA. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Contract. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a Parent or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the Parent to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Contract. CONTRACTOR shall immediately notify LEA in writing if no Parent, guardian or adult caregiver is present.

CONTRACTORS providing Behavior Intervention Services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. CONTRACTORS providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that California Education Code prescribes for LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the student's IEP.

#### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS CONTRACTOR is unable to fill a vacant teaching position responsible for direct instruction to LEA students, and the vacancy has a direct impact on the CDE Certification of that school, CONTRACTOR shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA CONTRACTOR.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

#### **25. CALENDARS**

When CONTRACTOR is a NPS:

CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by LEA) for each LEA student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for its regular school year and/or extended school year, the approved number of days shall become the total billable days for CONTRACTOR. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the LEA student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the student's IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the student's IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to by LEA and CONTRACTOR, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. As of the execution of this Contract, those holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. With the prior written approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a NPA:

CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise in writing before delivery of any NPA services. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any services provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Section 62 of this Contract.

**26. DATA REPORTING**

CONTRACTOR shall agree to provide to LEA all data related to LEA student information and billing information. CONTRACTOR shall provide data related to all sections of this Contract, including student discipline as noted below, when requested by LEA and in the format required by LEA. It is understood that CONTRACTOR shall utilize LEA-approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to in writing by LEA. Additional progress reporting may be required by the LEA. LEA shall provide CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915. (Ed. Code § 49006.)

LEA shall provide CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing (see Exhibit D), attendance reports (see Exhibit E) and progress reports. LEA may approve use of CONTRACTOR-provided forms at its discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA Procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration

of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team's recommended activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), and Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the LEA student, and mandated by LEA pursuant to LEA, State of California, and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend LEA-mandated meetings when legal mandates and/or LEA Procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

## **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code sections 49005, *et seq.*, 56521.1, and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support ("MTSS") to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Contract.

LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the State and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). CONTRACTOR shall affirmatively inform each of its employees about the policy, provide each employee a copy thereof, and

provide training to all employees regarding the policy. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. Training shall include certification by an approved LEA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. (Ed. Code 56366.10(f).) CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate written records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be submitted to LEA at least annually at the beginning of the school year, and within five (5) business days of completion of training or any new hire or upon LEA request.

Pursuant to California Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency. Consistent with Section 44 of this Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

To prevent emergency interventions from being used in lieu of planned, systemic behavioral interventions, the use of emergency interventions, CONTRACTOR shall immediately complete a BER when an emergency intervention is used on an LEA student. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. Each BER completed by CONTRACTOR shall be maintained in the file of the LEA student and submitted to LEA within twenty-four (24) hours for administrative action. Each BER shall include all of the following: (1) the name and age of the LEA student; (2) the setting and location of the incident; (3) the name of the staff or other persons involved; (4) a description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) details of any injuries sustained by an LEA student or others, including staff, as a result of the incident.

If an emergency intervention is used, CONTRACTOR shall notify LEA, the student's Parent, and residential care provider, if appropriate, within twenty-four (24) hours via telephone. In addition, and consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a BIP, the designated responsible LEA administrator shall, within two days, coordinate with CONTRACTOR to schedule an IEP team meeting to review the BER, to determine the necessity for a functional behavioral assessment ("FBA"), and to determine the necessity for an interim plan. If assessment is not proposed and/or if the IEP team determines that an interim plan is determined not to be necessary, the IEP team shall document the reasons for not conducting a FBA, not developing an interim plan, or both. If a BER is written regarding an LEA student who has a BIP, the behavior emergency involves a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, the designated responsible LEA administrator shall, within two days, coordinate with CONTRACTOR to schedule an IEP team meeting to review and determine if the incident constitutes a need to modify the student's BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed

to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; or (8) an intervention that deprives the individual of one or more of his or her senses.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, that may require an IEP team meeting.

CONTRACTOR shall review and revise all restraint practices when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's Parent when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above. LEA may require a review of CONTRACTOR's restraint practices at any time, including but not limited to, in response to an emergency intervention report via telephone, in response to observations or audit by LEA staff, in response to a Parent's concern, or in response to BERs forwarded to LEA for administrative action.

**BEHAVIOR INTERVENTION REPORTING:** Twice annually, CONTRACTOR shall certify to LEA that (a) CONTRACTOR has reviewed the BERs for each LEA student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each LEA student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to LEA students or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior; and (d) BERs have been properly completed and timely forwarded to LEA as required by this Contract.

Failure to comply with any of the requirements of Section 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with State of California and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline report to LEA. Written discipline reports shall include, but not be limited to: the student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by



CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the student. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each LEA student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the LEA student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and California Education Code section 56345(b)(4).)

If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of the student's IEP team. Except as otherwise provided in the Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Contract, the Parent, CONTRACTOR, or LEA may request a review of the LEA student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, CONTRACTOR, LEA, and Parent in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to CONTRACTOR, LEA, and Parent. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation regarding the student's progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA Procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Contract.

It is understood that CONTRACTOR shall utilize the LEA approved electronic IEP system for all IEP planning and progress reporting at LEA's discretion. LEA may provide training for any CONTRACTOR to ensure access to the approved system. CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a LEA student dis-enrolls from the NPS/A, the CONTRACTOR shall discontinue use of the approved system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Contract, may only be made on the basis of revisions to the student's IEP. In the event that CONTRACTOR believes a LEA student requires a change of placement, CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. A LEA student is entitled to remain in the last agreed upon and implemented placement unless Parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415(k)(4) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's Parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 U.S.C. sections [1414-1482](#) and 34 C.F.R. sections [300.1-](#)

300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). LEA shall annually notify CONTRACTOR who LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by LEA any time after the completion of the student's second year of high school, CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

#### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation includes CONTRACTOR's staff being made available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other State and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/ISA.

#### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to Parent complaints. These procedures shall include annually notifying and providing Parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy, California Education Code section 231.5; (4) Title IX Student Grievance Procedure pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.* CONTRACTOR shall include verification of these procedures to LEA. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

#### **36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to Parents, with a concurrent copy sent to LEA, at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at CONTRACTOR's place of business.

CONTRACTOR shall also provide LEA representatives access to supporting documentation used to determine progress on any goal or objective, transition plans, and behavior intervention plans, including but not limited to log sheets, chart notes, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. LEA may request such data at any time within five (5) years of the date of service. CONTRACTOR shall maintain such information for at least five (5) years and shall provide this data supporting progress to LEA within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the LEA student at least ten (10) days prior to the student's IEP team meeting for the purpose of reporting the LEA student's present levels of

performance at the IEP team meeting as required by State and federal laws and regulations and pursuant to LEA Procedures, and/or LEA practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team at least five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation, such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting, and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to LEA students as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge a LEA student's Parent(s) or LEA for the provision of progress reports, report cards, and/or any evaluations conducted in order to obtain present levels of performance, interviews, and/or attendance at any meetings. It is understood that all billable hours are limited to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the student's record and shall be made available to LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive, and submit such transcripts on LEA-approved forms to the LEA student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA, the names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Sections 9 and 26 of this Contract.

### **38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify Parents in writing of their obligation to notify CONTRACTOR of an LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to Parents. Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA in writing of the LEA student's change of residence as specified in LEA Procedures.

If CONTRACTOR had knowledge or should reasonably have had knowledge of an LEA student's change of residence and CONTRACTOR fails to follow the procedures specified in this section, LEA shall not be responsible for the costs of services delivered following the LEA student's change of residence.

### **39. WITHDRAWAL OF LEA STUDENT FROM NPS/A**

CONTRACTOR shall immediately report to LEA via telephone (within 24 hours) and in writing to LEA within five (5) business days when a LEA student is withdrawn from school and/or services without prior notice. This includes but is not limited to a LEA student's change of residence to a residence outside of LEA boundaries, and LEA student's discharge against professional advice from a NPS and/or residential treatment center ("RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a Parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that Parents obtain prior written authorization for therapeutic visits from CONTRACTOR and LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all Parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through LEA consistent with LEA Procedures.

CONTRACTOR shall notify LEA in writing immediately (within 24 hours) of all problems and/or concerns reported to parents, both verbal and written.

**41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 48853, 56155 *et seq.*, 56366(a)(2)(C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858 (2004), AB 490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and as set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000 *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 *et seq.*, regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. CONTRACTOR shall also provide LEA with a copy of the student's current IEP.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and Parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened by LEA for the student, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's Parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of California shall be certified or licensed by that state to provide, respectively,

special education and related services and designated instruction and related services to students under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

#### **42. STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **43. MONITORING**

When CONTRACTOR is a NPS, LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which LEA has a student attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the student through the ISA between LEA and the NPS, a review of progress the student is making toward the goals set forth in the student's IEP, a review of progress the student is making toward the goals set forth in the student's BIP, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a student if LEA does not have any students enrolled at the NPS at the time of placement. (Ed. Code § 56366.1.)

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress held by CONTRACTOR. LEA's access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR and LEA shall be invited to participate in the review of each LEA student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b). LEA may also conduct its own onsite review of a NPS using LEA's Quality On-Site NPS Review Rubric.

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) Superintendent shall conduct an onsite review in year two; and (3) Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant State and federal regulations, and Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment to LEA and CDE. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## PERSONNEL

### 44. CLEARANCE REQUIREMENTS

#### If CONTRACTOR is a NPA:

When CONTRACTOR is an NPA, all employees, volunteers, and subcontractors of CONTRACTOR who will interact with LEA pupils outside the immediate supervision and control of the student's Parent or an LEA employee shall obtain clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI"). Notwithstanding the restrictions on sharing and destroying criminal background check information and notwithstanding the express provisions of California Education Code sections 44237, 45125.1, and 56366.1, CONTRACTOR shall require all employees, volunteers, and subcontractors to submit fingerprints through LEA's Live Scan system, regardless of whether CONTRACTOR requires its employees and volunteers to submit fingerprints for background checks in accordance with its own procedures. In addition, CONTRACTOR shall require all employees, volunteers, and subcontractors who will interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee to enroll in LEA's subsequent arrest notification service as required by California Penal Code section 11105.2.

No employees, volunteers, or subcontractors of CONTRACTOR who have been convicted of a violent or serious felony, as those terms are defined in California Education Code Section 44237 subdivision (h) shall interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee, unless despite the employee's, volunteer's, or subcontractor's conviction of a violent or serious felony, they have met the criteria to be eligible for employment pursuant to California Education Code section 44237 subdivisions (i) or (j). CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not interact with LEA students unless and until CDOJ and DBI clearances are ascertained through LEA's Live Scan system.

#### If CONTRACTOR is a NPS or RTC:

When CONTRACTOR is an NPS or RTC, CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. In addition, if CONTRACTOR is located outside of California, then the CONTRACTOR shall also obtain clearance from its state's department of justice. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until CDOJ, its state's DOJ, and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). CONTRACTOR shall certify to LEA that CONTRACTOR'S employees, volunteers, and subcontractors have successful background checks and CONTRACTOR enrolled in subsequent arrest notification service for all employees, volunteers, and subcontractors who may come into contact with LEA students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, employee, volunteer, and subcontractor of the CONTRACTOR. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

#### 45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 3064(a).)

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code §56366.1(a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a LEA student shall be certified or licensed by that state

where it is located to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the Sacramento County Superintendent of Schools. CONTRACTOR shall comply with the requirements of Section 44 Clearance Requirements and provide LEA with verified dates of Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any LEA student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Contract.

CONTRACTOR'S failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or and shall be good cause for termination of this Contract by LEA.

CONTRACTOR shall identify to LEA any employee (or CONTRACTOR, if CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the employee and LEA the actual amounts paid to the individual for services rendered under this Contract, with LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation, including but not limited to Education Code section 22461.

#### **47. STAFF ABSENCE**

When CONTRACTOR is a NPS and a LEA student's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service



providers. It is understood that the parent of a LEA student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

**48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA Procedures and school campus-specific policies and procedures regarding visitors to/on school campuses. Such LEA Procedures shall be made available to the CONTRACTOR upon request. It is understood that the LEA public school credentialed classroom teacher is responsible for the instructional program, and all NPA service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause for LEA to terminate this Contract.

CONTRACTOR providing services outside of the student’s school as specified in the IEP shall ensure that at least one Parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the Parent shall be provided to LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to Parents, in either verbal or written form, shall also be immediately (within 24 hours) reported to the LEA.

**HEALTH AND SAFETY MANDATES**

**49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, State, and local, and laws, regulations, ordinances, policies, and procedures, and LEA Procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et seq.*, 49406, and Health and Safety Code section 121545(a) regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a LEA student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030 *et seq.* and Cal/OSHA’s Bloodborne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

See also the Health and Safety Addendum to Master Contract 2022-23 in Exhibit C.

**50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, State, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. During the duration of this Contract, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, State, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Contract by LEA.

In signing this Contract, CONTRACTOR certifies that its facilities either comply with federal and State of California and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

**51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to and as specified in LEA Procedures.

**53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and Education Code 44691. In addition, CONTRACTOR is to read and become familiar with the LEA's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4). To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement from CONTRACTOR acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify LEA's Legal Compliance Department ("Legal Compliance") of the report. CONTRACTOR is to cooperate with any investigation conducted by LEA in connection with such report.

#### **54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and State law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

#### **55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all of its staff members, including volunteers, independent contractors and subcontractors, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 *et seq.* A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA by CONTRACTOR before execution of this Contract and in response to subsequent requests by LEA. The written statement shall be submitted as specified by LEA.

### **FINANCIAL**

#### **56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the NPS/A has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA Procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments to CONTRACTOR by LEA shall be made in accordance with the terms and conditions of this Contract and in compliance with LEA Procedures, and governed by all applicable federal and State of California laws.

If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade).

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on the LEA form provided in Exhibit D, with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the individual's licensing and credentials; approved cost of each invoice; total for each service, subtotal for each type of service and total for the monthly invoice; date invoice was mailed; signature of NPS/A administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided. In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

Such an invoice is subject to all conditions of this Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366.5(a); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 of this Contract. It is

understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable LEA student for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the LEA's Authorized Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Contract may be appealed to the Sacramento County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by

Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## 59. PAYMENT FOR ABSENCES

### NONPUBLIC SCHOOL (NPS) STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in a LEA student's IEP.

### NONPUBLIC SCHOOL (NPS) STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10<sup>th</sup>) cumulative day of a LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

### NONPUBLIC AGENCY (NPA) STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

### NONPUBLIC AGENCY (NPA) STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a LEA student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

**60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency for the reasons set forth in Education Code section 41422 and serves LEA students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- a. If CONTRACTOR is closed during an emergency for the reasons set forth in Education Code section 41422, if LEA is able to obtain alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR's NPS closure. If LEA is unable to obtain an alternative placement for the LEA student, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in regular attendance, until an alternative placement can be found, so long as CONTRACTOR complies with Section 60(d), below.
- b. If both LEA and CONTRACTOR are closed during an emergency for the reasons set forth in Education Code section 41422, on days LEA is funded, CONTRACTOR shall receive payment consistent with the LEA student's ISA, until an alternative placement for the LEA student can be found so long as CONTRACTOR complies with Section 60(d), below. If LEA is able to obtain an alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S NPS closure.
- c. CONTRACTOR shall, in the case of school closures during an emergency for the reasons set forth in Education Code section 41422, implement the LEA student's IEP in accordance with Education Code 56345(a)(9) pertaining to emergency conditions and continue implementing ISAs for enrolled students . CONTRACTOR shall ensure its students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, i-Pad, hot-spots etc.) as required to access and participate. .
- d. In the event of CONTRACTOR'S closure during an emergency, LEA reserves the right to withhold payment to CONTRACTOR for instruction and services not rendered pursuant to an LEA student's ISA, consistent with Section 59.

When the emergency school closure is lifted, CONTRACTOR shall notify LEA of any lost instructional minutes for any LEA student. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

**61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract.

CONTRACTOR shall provide access to LEA to all records including, but not limited to those documents identified in Section 9 of this Contract. CONTRACTOR shall also make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR (to be specified by LEA) at all reasonable times and without charge. CONTRACTOR shall provide all records to LEA within five (5) working days of a written request. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's

offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format. Such access shall also include unannounced inspections by LEA.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached Rate Schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the Contract. It may also limit the maximum number of LEA students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and federal law, and the codes and charges for such educational and/or related services during the term of this Contract, shall be as stated in Exhibit A.

When CONTRACTOR is a NPS associated with a RTC ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per LEA student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature. Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the LEA's Quality On-Site NPS Review Rubric.

## **63. DEBARMENT CERTIFICATION**

By signing this Contract, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and
- (b) CONTRACTOR and any of its shareholders, partners, or executive officers have not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them



for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, any state or local government contract or subcontract; violation of federal or any state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 1<sup>st</sup> day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

**CONTRACTOR**  
Growing Healthy Children Therapy Services, Inc.

**LEA**  
Sacramento City Unified School District

By: Sandy Chiea 9/01/2022  
Sandy Chiea Date  
Administrative Director

DocuSigned by:  
By: Rose Ramos 09/22/2022  
CC6EEZC20AD7402  
Rose Ramos Date  
Chief Business Officer

**Notices to CONTRACTOR shall be addressed to:**

Sandy Chiea, Administrative Director  
Growing Healthy Children Therapy Services, Inc.  
3498 Green Valley Road  
Rescue, CA 95672

P: 530-391-8670 F: 888-538-0573  
Email: [admin@ghcot.com](mailto:admin@ghcot.com)

**Notices to LEA shall be addressed to:**

Geovanni Linares, Director III, Special Education  
Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

P: 916-643-9163 F: 916-643-9466  
Email: [Geovanni-linares@scusd.edu](mailto:Geovanni-linares@scusd.edu)

**EXHIBIT A: 2022-2023 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Growing Healthy Children Therapy Services, Inc.

CDS NUMBER:

Maximum Contract Amount: See Purchase Order PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate:
- 2) Inclusive Education Program (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE:
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
Intensive Individual Services (340)		
Language and Speech (415)	\$114.00	Per Hour
	\$875.00	Per Day
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)	\$114.00	Per Hour
	\$875.00	Per Day
Physical Therapy (460)	\$114.00	Per Hour
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other (900)		

**EXHIBIT B: 2022-2023 ISA**

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2022 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

LEA: Sacramento City Unified School District Nonpublic School/Agency \_\_\_\_\_

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone (\_\_\_\_) (\_\_\_\_) \_\_\_\_\_  
(Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): \_\_\_\_\_ Daily Rate: \_\_\_\_\_

**Estimated # of Days** x **Daily Rate** = **Projected Basic Education Costs**

**B. RELATED SERVICES**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS** \$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements:  Quarterly  Monthly  Other (Specify) \_\_\_\_\_

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

CONTRACTOR  
Growing Healthy Children Therapy Services, Inc.

LEA  
Sacramento City Unified School District

By: \_\_\_\_\_  
Sandy Chiea  
Administrative Director

Date

By: \_\_\_\_\_  
Rose Ramos  
Chief Business Officer

Date

**EXHIBIT C: HEALTH AND SAFETY ADDENDUM**

1. Contractor shall comply with any and all local, federal, and/or state guidelines and/or regulations regarding workplace health and safety, including but not limited to any guidelines or regulations regarding the COVID-19 pandemic, and Contractor shall be solely responsible for implementing any and all requirements imposed by such local, federal, and/or state guidelines and/or regulations. Contractor acknowledges and agrees that LEA, at its sole discretion, may impose additional requirements on all Contractors and their employees and/or subcontractors while they are present on LEA sites and/or property or during any interactions with LEA staff and students to comply with applicable regulations related workplace health and safety and/or to further LEA's efforts to provide a safe environment on its property. Contractor shall comply with any such additional LEA requirements. Contractor will, at its own cost and expense, review, follow, implement, and monitor safety and health measures as part of LEA's health and safety plans, policies and procedures and/or local, federal and/or state guidelines and regulations, including but not limited to vaccinations, testing, social distancing, face coverings, and sanitation.
2. Contractor's responsibility for the Clearance Requirements identified in Section 44 of the Master Contract extends to all of its employees, subcontractors, volunteers, employees of subcontractors, and anyone acting on behalf of Contractor who comes into contact with LEA students and/or staff regardless of whether they are designated as employees or as acting as independent contractors of the Contractor.
3. Contractor recognizes that there is presently an element of risk of COVID-19 transmission inherent in visiting public spaces, such as LEA's facilities and grounds, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. Contractor agrees that LEA cannot ensure the safety of Contractor or any of its employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of Contractor from the risks of COVID-19 or other related or similar pandemics. Contractor has reviewed and understands the risks reflected in the local, state, and federal alerts, guidelines, and regulations. Contractor assumes all risks, known and unknown to it, its employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of Contractor arising from Contractor's provision of services pursuant to this Agreement, including risks related to COVID-19. Contractor assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses incurred by Contractor, Contractor's employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of Contractor arising from Contractor's provision of services pursuant to this Agreement.
4. Pursuant to the indemnification requirements in this Agreement, Contractor shall indemnify, hold harmless, and defend LEA from any damage, harm, or claim arising from Contractor's compliance or lack of compliance, with the requirements set forth in this Addendum. Additionally, if Contractor does not comply with any requirement set forth in this Addendum, then LEA may terminate this Agreement immediately, and Contractor shall be solely responsible for any and all associated costs, harm, or damage, incurred by LEA related to this breach.

5. In the event any provision or part of this Addendum is found to be invalid or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in anyway and shall continue on with full force and effect.

**EXHIBIT D: INVOICE (NPA)**



**Invoice #:**  
**Invoice Date:**  
**PO #:**  
**Month of Service:**

**BILL TO:** Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824  
**SEND INVOICE TO:** [SPED-Invoices@scusd.edu](mailto:SPED-Invoices@scusd.edu)

<b>REMIT TO</b> <b>NPA:</b> <b>Address:</b> <b>City/ST/Zip:</b>	<b>Contact Name:</b> <b>Email:</b> <b>Phone/Fax:</b>
--	--

**SERVICE TYPE: (ex. Speech)**

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				SLP		
				SLPA		
<b>SUBTOTAL</b>						\$ -

**SERVICE TYPE: (ex. Occupational Therapy)**

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				OTR		
				COTA		
<b>SUBTOTAL</b>						\$ -

**SERVICE TYPE: (ex. Physical Therapy)**

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				PT		
				PTA		
<b>SUBTOTAL</b>						\$ -
<b>TOTAL</b>						\$ -

**NPA Administrator's Signature:**  
\_\_\_\_\_

**DATE:** \_\_\_\_\_

*\*Authorized NPA Signature- The signature of a nonpublic agency official certifies under penalty of perjury that the above and attached information is true and correct.*



**EXHIBIT D: INVOICE (NPS)**



**Invoice #**  
**Invoice Date**  
**PO #**  
**Month of Service**

**BILL TO:** Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824

**SEND INVOICE TO:** [SPED-Invoices@scusd.edu](mailto:SPED-Invoices@scusd.edu)

<b>REMIT TO</b>	<b>Contact Name:</b>
<b>NPs:</b>	<b>Email:</b>
<b>Address:</b>	<b>Phone/Fax:</b>
<b>City/ST/Zip:</b>	

**ATTENDANCE:**

STUDENT NAME	NPS SITE CASE MANAGER	# DAYS	COST
<b>SUBTOTAL</b>			\$ -

**RELATED SERVICE TYPE: (ex. Speech)**

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				SLP		
				SLPA		
<b>SUBTOTAL</b>						\$ -

**RELATED SERVICE TYPE: (ex. Occupational Therapy)**

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				OTR		
				COTA		
<b>SUBTOTAL</b>						\$ -
<b>TOTAL</b>						\$ -

**NPS Administrator's Signature:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

*\*Authorized NPS Signature- The signature of a nonpublic school official certifies under penalty of perjury that the above and attached information is true and correct. Attachments include: Daily Attendance Records, Related Service Records, and Absence Notes.*

**EXHIBIT E: ATTENDANCE REGISTER**



**Sacramento City Unified School District**

5735 47th Ave Sacramento, CA 95824  
(916) 643-9174

**Non-Public Location:**

**Attendance Month:** \_\_\_\_\_ to \_\_\_\_\_

**Attendance Key:**

<b>P-</b> Present	<b>B-</b> Behavior Related Absence
<b>A-</b> Absent	<b>H-</b> Holiday/ No School

*\* Please only use values listed above when reporting attendance \**

**SCUSD P.O. Number**

**Total Number of Enrolled Students**

**Please Submit To**  
[SPED-Invoices@scusd.edu](mailto:SPED-Invoices@scusd.edu)

Date:																											Total Student Attendance Days
List Students Alphabetically	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F		
Last Name, First Name																											
1																											
2																											
3																											

**NPS Administrator's Certification:**

To the best of my knowledge and belief, this State School register page has been kept as required by law and in accordance with the instruction of the Superintendent of Public Instruction.

Administrator Name \_\_\_\_\_ Administrator Signature \_\_\_\_\_ Date: \_\_\_\_\_

Please submit your attendance reports no later than the 7th day of the following month. For example, July attendance reports should be submitted by August 7th or the last business day prior.



**Agreement for Construction Management Services**

**between**

**Sacramento City Unified School District**

**and**

**Kitchell/CEM, Inc.**

**California Middle School  
Campus Renewal Project and  
Roof Replacement Building 1 and 3A (2023) Project**

**Dated: May 4, 2023**

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## AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of May 4, 2023, between the Sacramento City Unified School District, a California public school district ("District"), and Kitchell/CEM, Inc. ("CM") (both collectively "Parties"), for the following project ("Project"):

The construction administration of the California Middle School Campus Renewal project and Roof Replacement Building 1 and 3A (2023) project located at 1600 Vallejo Way, Sacramento CA

See **Exhibit "A"** for detailed Project scope.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, as indicated herein, without changing in any way the remaining component(s) or this Agreement. The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). CM shall invoice for each component separately and District shall compensate CM for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### ARTICLE 1. Definitions

- 1.1 In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1 **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2 **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).
  - 1.1.3 **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District Contractor that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor on a Conforming Set.
  - 1.1.4 **Board:** The District's Governing Board.
  - 1.1.5 **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase.
  - 1.1.6 **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.

- 1.1.7 **Construction Change Documents ("CCD"):** The documentation of changes to the DSA-approved construction documents.
- 1.1.8 **Construction Cost Budget:** The total cost to District of all elements of a Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement and the Agreement for Architectural Services. The Construction Cost Budget does not include the compensation of the Project Design Team, the Program Manager, the CM and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.
- 1.1.9 **Construction Manager:** The entity listed in the first paragraph of this Agreement.
- 1.1.10 **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the CM.
- 1.1.11 **Contractor:** One or more licensed and registered contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.12 **Design Team:** The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor. The term Design Team includes the Design Professional in General Responsible Charge on this Project.
- 1.1.13 **DIR:** California Department of Industrial Relations.
- 1.1.14 **District:** The Sacramento City Unified School District.
- 1.1.15 **District's Representative:** The individual identified herein that is authorized to act on the District's behalf with respect to the Project. The initial District's Representative shall be Chris Ralston, Director of Facilities. District may change the District's Representative by notice as set forth herein.
- 1.1.16 **DSA:** Division of the State Architect in the California Department of General Services.
- 1.1.17 **Extra Services:** District-authorized Services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in CM's fee.
- 1.1.18 **Fee:** The CM's Fee is defined in Article 7 and payable as set forth in **Exhibit "D."**

- 1.1.19 **Program Manager:** Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager.
- 1.1.20 **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the project site whose primary responsibility will be to insure that the project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.
- 1.1.21 **Record Drawings:** A final set of drawings prepared by the Architect incorporating all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.22 **Service(s):** All labor, materials, supervision, services, tasks, and work that the CM is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

**ARTICLE 2. Term**

- 2.1 **Term:** This Agreement shall become effective upon final execution, and, except as otherwise provided herein, will continue in effect until December 31, 2024.

**ARTICLE 3. Scope, Responsibilities and Services of CM**

- 3.1 **Scope:** CM shall provide the Services described herein and under **Exhibit "A"** for the Project.
- 3.2 **Standard of Care:** CM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom CM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. The District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements.
- 3.3 **Coordination:** In the performance of CM's services under this Agreement, CM agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, the Project Inspector, and the Program Manager.



- 3.4 **Other Consultants:** If the CM employs sub-consultant(s), the CM shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.
- 3.5 **CM's as District Representative:** CM will act as the District's agent to render the Services and furnish the work as described in **Exhibit "A,"** commencing with the receipt of a written Notice to Proceed signed by the District Representative. CM's services will be completed in accordance with the schedule attached as **Exhibit "C."** During the Project's Construction Phase, the District may require that the Contractors submit all notices and communication relating to the Project directly to the CM.
- 3.6 **Review of General Obligation Bond Program Report and District's Facilities Master Plan:** CM will review the District's Facilities Master Plan for the District and other written materials the District makes available by the District to CM to understand fully the nature, extent and intent of the Facilities Plan and the Project.
- 3.7 **Review of Measure H:** CM will review Measure H and other written materials made available by the District to CM that relate to Measure H to fully understand the extent of funding available to implement the District's Master Facilities Plan for the District, the anticipated schedule for issuance of Bonds under Measure H relative to the anticipated design, bidding and construction of projects.
- 3.8 **Expansion of Work based on Additional Funds:** Should the Board decide to expand the scope of the Project and/or supplement the Construction Budget based upon availability of additional funds, Construction Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.
- 3.9 **Conflicts of Interest Prohibited:**
- 3.9.1 CM understands that District officials and employees are prohibited from involvement in decisions in which they may have a financial interest pursuant to Government Code sections 1090 and 87100 et seq., and certifies that it does not know of any facts indicating that any District official or employee has an ownership or other financial interest, direct or indirect, in this Agreement. Further, CM hereby certifies that no current District official or employee of the District, and no one who has been a District official or employee of the District within the past two years has participated in bidding, selling or promoting this Agreement. CM understands that in addition to the remedies available at law, that any failure to provide an accurate certification or any violation of this provision shall make the Agreement voidable by District.
- 3.9.2 CM shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any project covered by this Agreement: Design

Professional, IORs or Test/Inspection. If CM identifies potential Design Professionals, Project Inspectors or Test/Inspection services in connection with a project, CM shall affirmatively and unequivocally represent and warrant to the District that neither CM nor any person who holds equity interest in CM's organization is a former or current holder of any equity interest in the firm identified or has any financial interest in the firm identified. District reserves the sole discretion to waive this subsection's requirements on a case-by-case basis.

**ARTICLE 4. CM Staff**

4.1 The District selected CM to perform the Services because of the CM's skills and expertise of key personnel.

4.2 CM agrees that the following key personnel in CM's firm shall be associated with the Project and perform the Services in the following capacities:

Principal In Charge:	Bill Johal
Project Director:	Jeff Dees
Construction Manager/PM II:	Eli Gero
Construction Manager/PM:	Chris Rodriguez
Project Engineer:	Aman Shizrai
Field Engineer/PE II:	Christy Pinney
Scheduler:	Rick Stassi
Field Office Manager/Clerical:	Jo Ward
Estimator:	Matt Shappell

4.3 CM shall not change any of the key personnel listed above without the District's prior written approval, unless said personnel cease to be employed by CM. Regardless of the reason for the change in key personnel, District shall be allowed to interview and retains the right to approve replacement personnel.

4.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon the District's written notice, the CM will have seven (7) calendar days to remove that person from the Project and shall provide a replacement person acceptable to the District.

4.4.1 All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.

- 4.5 CM represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, that could conflict in any manner or degree with the performance of Services required under this Agreement. CM agrees further that no person having any such interest shall be employed by CM.

**ARTICLE 5. Schedule of Work**

CM shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit "A"** so as to proceed with and complete the Services in compliance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of CM to perform work on time as specified in this Agreement is a material breach of this Agreement.

**ARTICLE 6. Construction Cost Budget**

- 6.1 CM shall have responsibility, along with the Architect, to develop, review, and reconcile the Construction Cost Budget per Project with the Architect and the District throughout the design process and construction.
- 6.2 The Construction Cost Budget shall be the total cost to District of all Project elements the Design Team designs or specifies.
- 6.3 CM shall work cooperatively with the Project Design Team throughout the Project, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the Project's construction cost as designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. CM shall notify the District if it believes the Project's construction cost of the work by the Project Design Team will exceed the Construction Cost Budget, and/or if it believes the construction cost as designed will exceed the Construction Cost Budget. CM, however, shall not perform or be responsible for any design or architectural services.
- 6.4 Evaluations of the District's Construction Budget, and CM's preliminary and detailed cost estimates, represent the CM's best judgment as a professional familiar with the construction industry.
- 6.5 If the Bidding Phase has not commenced within ninety (90) days after DSA approval of the plans and specifications, the Construction Cost Budget may be adjusted at District's request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 6.6 The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 6.7 occur:
- 6.6.1 Give CM written approval of an agreed adjustment to the Construction Cost Budget.

- 6.6.2 Authorize CM to re-negotiate and/or re-bid the Project, when appropriate, within three (3) months' time of receipt of bids, at no additional cost to the District (exclusive of District and other agencies' review time).
- 6.6.3 Terminate this Agreement if the Project is abandoned by the District without further obligation by either party.
- 6.6.4 Within three (3) months of receipt of bids, instruct Design Team to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding. CM will perform cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to the District.
- 6.7 If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 6.6 above:
  - 6.7.1 The lowest responsive base bid received is five percent (5%) or more in excess of the Construction Cost Budget or
  - 6.7.2 The combined total of base bid and all additive alternates equal or exceed ten percent (10%) of the Construction Cost Budget; or
  - 6.7.3 The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the Sacramento Area, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

**ARTICLE 7. Fee and Method of Payment for Basic Services**

- 7.1 District shall pay CM an amount not to exceed **Eight Hundred Fifty-Nine Thousand One Hundred Sixty Dollars (\$859,160) (Roof Building 1 and 3A (2023): One Hundred Twenty-Eight Thousand Five Hundred Dollars (\$128,500) and Campus Renewal: Seven Hundred Thirty Thousand Six Hundred Sixty Dollars (\$730,660))** for all services contracted for under this Agreement and based on the Fee Schedule set forth in **Exhibit "D."**
- 7.2 District shall pay CM the Fee pursuant to the provisions herein and the method of payment set forth in **Exhibit "D."**
- 7.3 CM shall bill its work under this Agreement on a percent of completion basis in accordance with **Exhibit "D."**
- 7.4 No increase in fee will be due from change orders generated during the construction period to the extent caused by CM's error(s) or omission(s).
- 7.5 The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in the performance hereof as indicated in **Exhibit "D,"**

including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit "A."**

**ARTICLE 8. Payment for Extra Services**

- 8.1 Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** at the rates set forth in **Exhibit "D"** only upon certification of the District's prior written authorization of the claimed Extra Services and the Extra Services have been satisfactorily completed.
- 8.2 CM shall submit to District a written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost. CM shall proceed with Extra Services only upon receiving the District's prior written authorization. CM will not be entitled to any compensation for Extra Services performed prior to receiving District's written authorization.
- 8.3 If CM performs any Extra Services without the District's authorized representative's prior written authorization, the District will not be obligated to pay for such Extra Services. The foregoing provision notwithstanding, CM will be paid by the District as described in **Exhibit "B"** for Extra Services the District's authorized representative verbally requests, provided CM confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives CM's written confirmation of the request.

**ARTICLE 9. Ownership of Data**

- 9.1 All of CM's work product prepared or generated in connection with this Agreement is the District's property.
- 9.2 Upon the District's request, the CM shall make available to the District all work product completed or in progress at the time of such a request.
- 9.3 After Project completion or, if the District exercises the right to terminate this Agreement pursuant to the Agreement terms, CM shall assemble and deliver to District within five (5) calendar days of the District's written request, all of CM's work product of the generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, all CM generated documents, copies of all documents CM exchanged with or copied to or from all other Project participants, and all closeout documents. CM shall be index and organize appropriately said Project records for easy use by District personnel.
- 9.4 All Project records are District property, whether or not those records are in the CM's possession. District retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that CM or its Consultants prepare or cause to be prepared pursuant to this Agreement. Notwithstanding

the preceding sentence, CM and its Consultants shall be entitled to reuse work product generated under this Agreement.

**ARTICLE 10. Termination of Contract**

- 10.1 District's Request for Assurances: If District at any time reasonably believes CM is or may be in default under this Agreement, District may in its sole discretion notify CM of this fact and request written assurances from CM of performance of Services and a written plan from CM to remedy any potential default under the terms this Agreement that the District may advise CM of in writing. CM shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. CM's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 10.2 District's Termination of CM for Cause: If CM fails to perform CM's duties to the District's satisfaction, or if CM fails to fulfill in a timely and professional manner CM's material obligations under this Agreement, or if CM violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving CM written notice thereof. In the event of a termination pursuant to this subdivision, CM may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of CM's actions, errors, or omissions.
- 10.3 District's Termination of CM for Convenience: District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, CM may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to CM if there is a termination for convenience.
- 10.4 CM's Termination of Agreement for Cause: CM has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from CM. Such termination shall be effective after receipt of written notice from CM to the District.
- 10.5 Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 10.6 Ceasing Services upon Termination: If, at any time in the progress of performing Services under this Agreement, the District determines that CM's

associated with the Services provided and approved by District since the last paid invoice and up to the notice of termination.

- 10.7 Project Suspension: If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the CM shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the CM's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the CM's Services. CM shall make every effort to maintain the same Project personnel after suspension.

**ARTICLE 11. Indemnity**

- 11.1 To the furthest extent permitted by California law, CM shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") to the extent caused by the negligence, recklessness, or willful misconduct of the CM, its officers, employees, subcontractors, consultants, or agents, excluding without limitation, the payment of all consequential damages. CM shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at CM's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.
- 11.2 CM shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. CM's obligation pursuant to Article 11.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to, legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. CM's obligation to indemnify shall not be restricted to insurance proceeds.
- 11.3 District may withhold from amounts owing to CM any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM.

**ARTICLE 12. Conduct on Project Site and Fingerprinting**

- 12.1 Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.
- 12.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District's property. No students, staff, visitors or contractors are to use drugs on District's property.

grounds on District's property. No students, staff, visitors or contractors are to use drugs on District's property.

- 12.3 Pursuant to Education Code section 45125.2, the District has determined on the basis of the scope of Services in this Agreement that CM and its subcontractors and employees will have only limited contact with pupils. CM will promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited. Should there be more than limited contact, CM shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. CM shall not permit any employee to have any contact with District pupils until such time as the CM has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. CM's responsibility shall extend to all employees, agents, and employees or agents of its Consultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as CM's independent contractors. CM shall provide to District verification of compliance with this section by submitting an executed Criminal Background Investigation Certification (**Exhibit "E"**).
- 12.4 For all workers on District property, CM shall comply with all applicable federal, state and local laws regarding COVID-19, including but not limited to the CDPH's State Public Health Officer Orders.

**ARTICLE 13. Responsibilities of the District**

- 13.1 The District shall examine the documents submitted by the CM and shall render decisions so as to avoid unreasonable delay in the process of the CM's Services.
- 13.2 The District shall provide to the CM as complete information as is available to District regarding the District's Project requirements.
- 13.3 The District shall retain design professional(s) whose services, duties and responsibilities will be described in written agreement(s) between the District and design professional(s).
- 13.4 Unless the contract documents require that Contractor provide any of the following, the District shall, in a timely manner, and with CM's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to CM's and/or the Design Team's duties to recommend or provide same.
- 13.5 The District, its representatives, and consultants shall communicate with the Contractor either directly or through the CM.



District's Project representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

**ARTICLE 14. Liability of District**

- 14.1 Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District or CM be liable to the other, 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, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 14.2 CM shall pay to District any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of CM in its performance of its Services.
- 14.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CM, or by its employees, even though such equipment be furnished or loaned to CM by District.
- 14.4 CM hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. CM agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by CM's insurance company on the District's behalf.

**ARTICLE 15. Insurance**

- 15.1 CM shall procure, prior to commencement of Services, and will maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CM, their agents, representatives, employees and sub-consultant(s). CM's liabilities, including but not limited to, CM's indemnity or defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and CM's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District, subject to its sole discretion, as a material breach of contract.
- 15.2 **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:

- 15.2.1 **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, property damage, death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
- 15.2.2 **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per occurrence.
- 15.2.3 **Workers' Compensation.** Statutory limits required by the State of California. For all of the CM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, CM shall keep in full force and effect, a Workers' Compensation policy. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.4 **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease. For all of the CM's employees who are subject to this Agreement, CM shall keep in full force and effect, an Employers' Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.5 **Professional Liability.** This insurance shall cover the CM and its sub-consultant(s), if any, for one million dollars (\$1,000,000) aggregate limit subject to no claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 15.3 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.
- 15.4 **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding Twenty-Five Thousand Dollars (\$25,000) must be declared to and approved by the District. At the option of the District, either:
  - 15.4.1 The District can accept the higher deductible;

- 15.4.2 CM's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- 15.4.3 CM shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 15.5 **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 15.5.1 All policies except for the worker's compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.
- 15.5.2 The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the CM; Instruments of Service and completed operations of the CM; premises owned, occupied or used by the CM; or automobiles owned, leased, hired or borrowed by the CM. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. All endorsements shall waive any right to subrogation against any of the Additional Insureds.
- 15.5.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 15.5.4 CM shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If CM fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due CM under the Agreement.
- 15.5.5 The CM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 15.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, not renewed, or material change in coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 15.5.7 CM's insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Project. Any insurance or self-insurance maintained by the Additional Insureds

shall be in excess of the CM's insurance and shall not contribute with it.

- 15.5.8 Construction Manager shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
  - 15.5.9 CM shall require all subconsultants to maintain the level of insurance CM deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. CM shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should CM not require subconsultants to provide the same level of insurance as is required of CM, as provided in this Agreement, CM is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
  - 15.5.10 If CM normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, CM hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.
- 15.6 **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. CM shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:
- 15.6.1 Accept the lower rating; or
  - 15.6.2 Require CM to procure insurance from another insurer.
- 15.7 **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, but no later than three (3) calendar after the Notice of Award, CM shall furnish the District with:
- 15.7.1 Certificates of insurance showing maintenance of the required insurance coverage;
  - 15.7.2 Original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.
- 15.8 **Copy of Insurance Policy(ies):** Upon the District's request, CM will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

**ARTICLE 16. Nondiscrimination**

CM agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

**ARTICLE 17. Covenant Against Contingent Fees**

CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CM, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

**ARTICLE 18. Entire Agreement/Modification**

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. CM shall be entitled to no benefit other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. CM specifically acknowledges that in entering into this Agreement, CM relies solely upon the provisions contained in this Agreement and no others.

**ARTICLE 19. Non-Assignment of Agreement**

This Agreement is intended to secure the CM's specialized services. CM may not assign, transfer, delegate or sublet any interest therein without the District's prior written consent. Any assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void.

**ARTICLE 20. Law, Venue**

- 20.1 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 20.2 To the fullest extent permitted by California law, Sacramento County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**ARTICLE 21. Alternative Dispute Resolution**

- 21.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 21.2 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 21.3 Notwithstanding any disputes, claims or other disagreements between the CM and the District, CM shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.

**ARTICLE 22. [RESERVED]**

**ARTICLE 23. Severability**

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

**ARTICLE 24. Employment Status**

- 24.1 CM shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which CM performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by CM shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2 CM understands and agrees that CM's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.

- 24.3 Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that CM or any employee of CM is an employee of District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by CM which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 24.4 Should a relevant taxing authority determine a liability for past services performed by CM for District, upon notification of such fact by District, CM shall promptly remit the amount due or arrange with District to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM which can be applied as a credit against that liability).
- 24.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, CM shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine CM is an employee for any other purpose, then CM agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined CM was not an employee.
- 24.6 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

**ARTICLE 25. Warranty of CM**

- 25.1 CM warrants that CM is properly licensed and/or certified under the laws and regulations of the State of California to provide the Services that it has herein agreed to perform. CM further warrants that all of the work CM performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. CM also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of Sacramento County.
- 25.2 CM certifies that it is aware of the provisions of the California Labor Code of the State of California, requiring every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.
- 25.3 To the extent that the work performed under this contract is subject to labor compliance and enforcement by the DIR, CM specifically acknowledges and understands that it shall perform the Services while complying with all

applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations, including all applicable prevailing wage requirements.

**ARTICLE 26. Cost Disclosure - Documents and Written Reports**

CM shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over five thousand dollars (\$5,000).

**ARTICLE 27. Communications / Notice**

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested, by overnight delivery service, or by personal delivery:

<b>District:</b>	<b>CM:</b>
Sacramento City Unified School District	Kitchell/CEM, Inc.
5735 47th Avenue	2450 Venture Oaks Way Ste 500
Sacramento, CA 95824	Sacramento, CA 95833
ATTN: Tina Alvarez Bevens, Contracts Office	ATTN: Jeff Dees

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for. If notice is given by overnight delivery service, it shall be considered delivered on the date stated in the proof of delivery.

CM and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**ARTICLE 28. [RESERVED]**

**ARTICLE 29. District's Right to Audit**

29.1 District retains the right to review and audit, and the reasonable right of access to CM's and any Consultant's premises to review and audit the CM's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of CM's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

29.2 The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether CM is in compliance with all requirements of this Agreement.

29.3 If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the



District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

- 29.4 CM shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. CM shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, CM shall submit exact duplicates of originals of all requested records to the District.
- 29.5 CM shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6 CM shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of CM's Project-related records and information.

**ARTICLE 30. Other Provisions**

- 30.1 CM shall be responsible for the cost of construction change orders caused directly by CM's willful misconduct or negligent acts, errors or omissions. Without limiting CM's liability for indirect or consequential cost impacts, the direct costs for which CM shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared Construction Documents. These amounts shall be paid by CM to District or the District may withhold those costs from amounts due or to become due to CM.
- 30.2 Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CM shall remain liable to the District in accordance with this Agreement for all damages to the District caused by CM's failure to perform any of the Services furnished under this Agreement to the standard of care of the CM for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California public school districts at or around the same time and in or around the same geographic area of the District.
- 30.3 CM shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit CM receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). CM shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. CM shall notify District in writing of the Section 179D tax deduction within 30 days of when CM receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.
- 30.4 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement

was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

30.5 The individual executing this Agreement on behalf of CM warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.

30.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

**ARTICLE 31. Exhibits.**

Exhibits "A" through "E" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**KITCHELL/CEM, INC.**

By: \_\_\_\_\_  
Rose Ramos  
Chief Business Officer

By: Donald Haase  
~~Wendy Cohen~~ DONALD HAASE  
President SENIOR VICE PRESIDENT  
Date: 4/13/23

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER**

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## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

Construction Manager ("CM") shall provide professional services necessary for completing the following:

#### **1. BASIC SERVICES**

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Monitor and advise the District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software.
- 1.3. Be the focal point of all communication to and from construction Contractor(s).
- 1.4. Implement methods to budget and track all expenditures on the Project. CM shall generate monthly reports to the District reflecting this information.
- 1.5. Prepare methods to track and report on schedule status for the Project. CM shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 1.6. CM shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.7. CM shall work cooperatively with the Design Team and the District to:
  - 1.7.1. Define and schedule the Project.
  - 1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contactor and consultant procurement, construction materials, building systems, and equipment.
- 1.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, CM will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, Project Budget and Project schedule as well as identification of critical events and milestone activities.
- 1.9. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.

- 1.10. Interface with the Contractor and all subcontractors during construction to ensure that the District is provided with an acceptable Project and the best value for taxpayer dollars.
- 1.11. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 1.12. Contract for or employ, at CM's expense, sub-consultant(s) to the extent deemed necessary for CM's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the CM under terms of this Agreement.
- 1.13. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.
- 1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. CM shall invite the District and/or its representative and the Project Inspector to participate in these meetings. CM shall keep meeting minutes to document comments generated in these meetings.
- 1.15. Develop for District approval a Project time schedule at the start of Project development that does the following:
  - 1.15.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;
  - 1.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
  - 1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
  - 1.15.4. Takes into account the District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).
- 1.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by CM under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to CM. CM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions,

questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

- 1.18. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.19. Prepare a bidders list for each bid package for approval by the District.
- 1.20. Assistance with administration of the prequalification process;
- 1.21. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for the Project;
- 1.22. Development of bidders' interest in a Project, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s);
- 1.23. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;
- 1.24. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;
- 1.25. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;
- 1.26. Interviewing possible bidders, references, bonding agents and financial institutions;
- 1.27. Preparing recommendations for the District for pre-qualification of prospective bidders;
- 1.28. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;
- 1.29. Assisting with resolution of any appeals;
- 1.30. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Site Lease and Facilities Lease with guaranteed maximum price; and
- 1.31. Preparation of agenda items for Board approval.
- 1.32. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements, such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), and State of California laws, regulations and rules. CM shall comply with, and ensure that all Consultants, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

- 1.34. Cooperate and implement District's reporting to and interface with the Labor Commissioner's Office, including but not limited to:
  - 1.34.1. Registering public works project with the Department of Industrial Relations (DIR) within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work;
  - 1.34.2. Requiring proof of public works contractor registration before accepting a bid or awarding a contract; and
  - 1.34.3. Reporting any suspected public works violations to the Labor Commissioner.
- 1.35. CM shall maintain accurate Project cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. CM shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. CM shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.36. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.
- 1.37. Provide and maintain a management presence on the Project site.
- 1.38. CM is **NOT** responsible for:
  - 1.38.1. Ground contamination or hazardous material analysis.
  - 1.38.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
  - 1.38.3. Compliance with the California Environmental Quality Act ("CEQA"), except that CM agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.
  - 1.38.4. Historical significance report.
  - 1.38.5. Soils investigation.
  - 1.38.6. Geotechnical hazard report.
  - 1.38.7. Topographic survey, including utility locating services.

## 2. GENERAL PROJECT SERVICES

- 2.1 **General:** Monitor and advise the District and Program Manager as to all material developments on the Project. CM shall implement with District approval reporting methods developed by Program Manager for schedules, cost and budget status. The CM shall be

the focal point of all communication to and from construction Contractor and shall be copied on all communications between the District and its Design Team.

- 2.2 **Scheduling:** Track and report on schedule status for Project. The CM shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to the District and Program Manager.
- 2.3 **Cost Controls:** Implement methods to track construction expenditures on the Project using methods developed by Program Manager. The CM shall generate monthly reports to the District reflecting this information.

### 3. PRECONSTRUCTION PHASE

- 3.1 To the extent requested by District or Program Manager, assist with providing overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to the District and Design Team shall be through the CM. The CM shall receive simultaneous copies of all written communications from the District or the Design Team to the construction Contractor.
- 3.2 To the extent requested by District or Program Manager, assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3 To the extent requested by District or Program Manager, assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.
- 3.4 Provide design-phase services in conjunction with the architecture firms awarded the Project by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.
- 3.5 Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan and move in occupancy planning, where required.
- 3.6 To the extent requested by District or Program Manager, assist with monitoring and reporting to the District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Project. Assist in identifying and obtaining all necessary approvals.



- 3.7 To the extent requested by District or Program Manager, assist with soliciting proposals, evaluate, and recommend other professional consultants needed to complete the Project.
- 3.8 Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including the District, Design Team, and construction Contractor.
- 3.9 Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.
- 3.10 To the extent requested by District or Program Manager, provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The CM shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.11 Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. The CM shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The CM shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration.
- 3.12 Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. CM shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.
- 3.13 Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.14 Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for the District regarding the schedule for the Project.
- 3.15 To the extent requested by District or Program Manager, organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

- 3.16 To the extent requested by District or Program Manager, provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.17 Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.18 Fully coordinate all changes requested by any utility company needed to complete the Project.
- 3.19 Review and tailor the District's front end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

#### **4. PRE-BID PHASE**

- 4.1 Develop master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.
- 4.2 In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3 Work with the Program Manager and Design Team to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 4.4 To the extent requested by District or Program Manager, make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of CM with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

#### **5. BIDDING PHASE**

- 5.1 To the extent requested by District or Program Manager, assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.
- 5.2 Develop bidders' interest in the Project. Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding documents, and any special systems, materials or methods and with Project procedures.

Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to Design Team and District as required. Coordinate with Design Team to respond to bidder questions by addenda.

- 5.3 Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.
- 5.4 Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.5 Conduct post-bid conferences as required. Assist and advise regarding bid protests.
- 5.6 If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.
- 5.7 Conduct pre-award conferences with successful bidders.
- 5.8 Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.
- 5.9 Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

## **6. CONSTRUCTION PHASE**

- 6.1 Administer the construction Contract.
- 6.2 Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to the District.
- 6.3 Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with the District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.
- 6.4 Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project Inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 6.5 Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The CM expressly

agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.

- 6.6 Coordinate work of the construction Contractor and effectively manage the Project to achieve the District's objectives in relation to cost, time and quality.
- 6.7 Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction Contractor, and Design Team.
- 6.8 Establish and implement team communication procedures.
- 6.9 Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The CM shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, the CM will take appropriate measures to secure compliance, subject to District approval.
- 6.10 Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 6.11 Cost Control. CM shall develop and monitor an effective system of construction cost control for the Project. CM shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. CM shall manage the construction bids and contracts in accordance with the Construction Budget.
- 6.12 Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when Contractor fails to fulfill contractual requirements.
- 6.13 The CM may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The CM shall provide to the design professional(s) and the District copies of these authorizations.
- 6.14 Evaluate and process payment applications and verify progress.
- 6.15 Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither CM, Project Manager nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.

- 6.16 Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 6.17 Record the progress of the Project by a log.
- 6.18 Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to CM.
- 6.19 Negotiate Contractor's proposals and review change orders prepared by Design Team, with Design Team's input as needed, for approval by the District.
- 6.20 Evaluate and process change order requests. Make recommendations to the District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.21 Assist the District in coordinating the services of special consultants and testing laboratories on the Project.
- 6.22 In conjunction with the Design Team, monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of Design Team, make recommendations to the District and Program Manager regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.
- 6.23 To guard District against defects in the work of the construction Contractor, the CM shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:
  - 6.23.1 Accepted industry standards;
  - 6.23.2 Applicable laws, rules, or ordinances; and
  - 6.23.3 The design documents and contract documents.
- 6.24 Where the work of a construction Contractor does not conform as set forth above, the CM shall, with the input of Design Team:
  - 6.24.1 Notify the District of any non-conforming work observed by the CM;
  - 6.24.2 Reject the non-conforming work; and
  - 6.24.3 Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 6.25 Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on

information obtained from the design professional(s). Advise District and Program Manager as to status and criticality of RFIs.

- 6.26 Implement procedures, in collaboration with the District, Program Manager and Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 6.27 Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 6.28 Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.29 Coordinate, assist, and support Architect during construction administration phase as required.
- 6.30 CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.
- 6.31 Coordinate the move into the Projects.
- 6.32 Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").
- 6.33 Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 6.34 Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

## **7. PROJECT COMPLETION**

- 7.1 The CM shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The CM shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2 At the punch list phase of the Project or designated portions thereof, CM, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. CM shall provide this list to the construction Contractor. CM shall coordinate construction

Contractor's performance and completion of punch list work. CM shall review, with the Architect and District, the completed punch list work. CM shall ensure that, with input of the Architect, the completed punch list work complies with applicable provisions of the construction Contract.

- 7.3 CM shall determine, with the Architect and District, when the Project or designated portions thereof are complete.
- 7.4 CM shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. CM shall notify the District of final completion.
- 7.5 CM shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. CM shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- 7.6 CM shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Project.
- 7.7 CM shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.
- 7.8 CM shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.
- 7.9 CM shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 7.10 CM shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 7.11 CM shall prepare final accounting reports.

## **8. FINAL DOCUMENTS**

The Construction Manager shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District and Program Manager those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

## **9. WARRANTY**

The Construction Manager shall assist Program Manager as necessary to implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The

procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after Project completion to inspect the Project and identify any outstanding warranty work.

**10. PROJECT CLOSEOUT**

To the extent requested by District or Program Manager, the Construction Manager shall assist District, Architect, and Program Manager as necessary to ensure all information and documentation necessary for Project closeout with the DSA is complete and the Project is timely closed out with DSA. This includes but is not limited to reports from independent consultants, inspectors, testing laboratories, and corresponding or required DSA forms.

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**EXHIBIT "B"**

**CRITERIA AND BILLING FOR EXTRA SERVICES**

The following Extra Services to this Agreement shall be performed by CM if needed and requested by District:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of CM or where the CM is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.

**Format and Content of Invoices**

CM acknowledges that the District requires CM's invoices to include detailed explanations of the Services performed. For example, a six hour charge for the entire day is unacceptable and will not be payable. A more detailed explanation describing specific tasks is required.

**Hourly Rates for Extra Services**

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. CM shall bill in quarter-hour increments for all Extra Services.

<b><u>Job Title</u></b>	<b><u>Hourly Rate</u></b>
Principal in Charge	\$225
Project Director	\$215
Project Manager II / Construction Manager	\$180
Project Manager / Construction Manager	\$160

Project Engineer	\$105
Field Engineer/PE II	\$140
Field Office Manager/Clerical	\$105
Estimator Manager	\$140
Scheduler	\$160

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

**EXHIBIT "C"**  
**SCHEDULE OF WORK**

See attached.

Sacramento City Unified School District -  
California Middle School

Schedule / Phase	2023												2024												Hours	Hourly Rates	Totals \$
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D			
Programming & Scoping	200	160	160	200	160	160	200	160	160	200	160	200	160	160	200	160	160	200	160	160	200	160	200	3880	0.0 \$	79,120	
A&E Procurement & Design/DSA Approval																								200.0	215.00 \$	43,000	
Contract Bidding Inc 1 packages																								200.0	180.00 \$	36,000	
Construction Inc 1																								2560.0	160.00 \$	409,600	
Construction Bidding Inc 2 Packages																								200.0	105.00 \$	21,000	
Construction Inc 2																								2120.0	0.0 \$	2,120,000	
Closeout																								60.0	105.00 \$	6,300	
<b>CONSTRUCTION MANAGEMENT SERVICES</b>																								5592.0	140.00 \$	782,880	
Position / Classification	90	90	66	66	126	88	176	216	224	344	424	344	344	344	424	344	344	424	344	344	424	176	176	0	14,000,000	14,000,000	
Name	Bill Johal	Jeff Dies	TBD	Eli Gero	Aman Shirral	Christy Plimay	Jay, Matt, James	Rick Shashi																			
Regional Executive																									295.00 \$	295,000	
Project Director																									215.00 \$	215,000	
Sr. Project Manager																									180.00 \$	180,000	
Project Manager II / Construction Manager																									160.00 \$	160,000	
Project Manager / Construction Manager																									105.00 \$	105,000	
Field Engineer																									105.00 \$	105,000	
Field Engineer/Project Engineer II																									105.00 \$	105,000	
Field Office Manager/Clerical																									105.00 \$	105,000	
Estimators																									105.00 \$	105,000	
Scheduler																									105.00 \$	105,000	
<b>Total (PTES / Month)</b>																									140.00 \$	140,000	

Scope of Services: Provide Construction management services from Design through DSA Closeout.  
 1/1 Fee Based on Construction Construction Cost \$ 14,000,000  
 6.00%

\$128,500  
\$730,660

## Sacramento City Unified School District - California Middle School

Schedule / Phase	J	F	M
	200	160	160
	1	2	3
Programing & Scoping	Programing & Scoping		
A&E Procurement & Design/DSA Approval			
Contract Bidding Inc 1 packages			Contr
Construction Inc 1			
Closeout			
<u>Milestones</u>			
<b>CONSTRUCTION MANAGEMENT SERVICES</b>			
<u>Position / Classification</u>	<u>Name</u>		
Regional Executive	Bill Johal		
Project Director	4	4	4
Project Director			
Sr. Project Manager	TBD		
Project Manager II / Construction Manager	16	16	16
Project Manager / Construction Manager	Chris Rodriguez		
Project Manager	TBD		
Sr. Project Engineer	TBD		
Project Engineer	16	16	16
Field Engineer/Project Engineer II	Christy Pinney		
Field Office Manager/Clerical	Jo Ward		
Estimating Manager	Tim Prechel		
Estimators	Jay, Matt, James		
Exec. Director Business Analytics & Controls	Jason V.		
Project Controls Manager	Ashlee P.		
VE/ Constructability Reviewer Manager	Heather Brown		
VE/ Constructability Reviewer	EAS Team		
Scheduler	Rick Stassi		
<b>Total (FTEs / Month)</b>	<b>36</b>	<b>36</b>	<b>36</b>

**Scope of Services:**

Provide Construction management services from Design through DSA Closeout

2023								
A	M	J	J	A	S	O	N	D
200	160	160	200	160	160	200	160	200
4	5	6	7	8	9	10	11	12
A&E Procurement & Design/DSA Approval								
act Bidding Inc 1 packages								
Construction Inc 1								
					Closeout			

4	4	8	8	8	8	8		
16	16	80	100	80	80	100		
16	16	32	32	32	32	32		
36	36	120	140	120	120	140	0	0

Hours	Hourly Rates	Totals \$
0.0	\$ 225.00	\$ -
60.0	\$ 215.00	\$ 12,900
0.0	\$ 215.00	\$ -
0.0	\$ 195.00	\$ -
80.0	\$ 180.00	\$ 14,400
440.0	\$ 160.00	\$ 70,400
0.0	\$ 160.00	\$ -
0.0	\$ 160.00	\$ -
80.0	\$ 105.00	\$ 8,400
160.0	\$ 140.00	\$ 22,400
0.0	\$ 105.00	\$ -
0.0	\$ 195.00	\$ -
0.0	\$ 140.00	\$ -
0.0	\$ 225.00	\$ -
0.0	\$ 135.00	\$ -
0.0	\$ 205.00	\$ -
0.0	\$ 155.00	\$ -
0.0	\$ 160.00	\$ -
<b>820.0</b>		<b>\$ 128,500</b>

Construction Cost \$ 1,500,000  
 %Fee Based on Construction 8.57%

## Sacramento City Unified School District - California Middle School

Schedule / Phase	J	F	M
	200	160	160
	1	2	3
Programing & Scoping	Programing & Scoping		
A&E Procurement & Design/DSA Approval			
Construction Bidding Inc 2 Packages			
Construction Inc 2			
Closeout			
<u>Milestones</u>			
<b>CONSTRUCTION MANAGEMENT SERVICES</b>			
<u>Position / Classification</u>	<u>Name</u>		
Regional Executive	Bill Johal		
Project Director	12	12	12
Project Director			
Sr. Project Manager	TBD		
Project Manager II / Construction Manager	24	24	24
Project Manager / Construction Manager	Chris Rodriguez		
Project Manager	TBD		
Sr. Project Engineer	TBD		
Project Engineer	24	24	24
Field Engineer/Project Engineer II	Christy Pinney		
Field Office Manager/Clerical	Jo Ward		
Estimating Manager	Tim Prechel		
Estimators	Jay, Matt, James		
Exec. Director Business Analytics & Controls	Jason V.		
Project Controls Manager	Ashlee P.		
VE/ Constructability Reviewer Manager	Heather Brown		
VE/ Constructability Reviewer	EAS Team		
Scheduler	Rick Stassi		
<b>Total (FTEs / Month)</b>	<b>60</b>	<b>60</b>	<b>60</b>

**Scope of Services:**

Provide Construction management services from Design through DSA Closeout



2023									
A	M	J	J	A	S	O	N	D	J
200	160	160	200	160	160	200	160	200	160
4	5	6	7	8	9	10	11	12	
A&E Procurement & Design/DSA Approval									
					Construction Bidding Inc 2 Packages				

12	12	8	8	8	8	8	16	16	16
24	24	16	16	16	16	32	140	160	160
24	24	48	48	48	48	48	80	40	40
						32			
						8			8
60	60	72	72	72	72	128	236	216	224



Hours	Hourly Rates	Totals \$
0.0	\$ 225.00	\$ -
308.0	\$ 215.00	\$ 66,220
0.0	\$ 215.00	\$ -
0.0	\$ 195.00	\$ -
120.0	\$ 180.00	\$ 21,600
2116.0	\$ 160.00	\$ 338,560
0.0	\$ 160.00	\$ -
0.0	\$ 160.00	\$ -
120.0	\$ 105.00	\$ 12,600
1960.0	\$ 140.00	\$ 274,400
0.0	\$ 105.00	\$ -
0.0	\$ 195.00	\$ -
32.0	\$ 140.00	\$ 4,480
0.0	\$ 225.00	\$ -
0.0	\$ 135.00	\$ -
0.0	\$ 205.00	\$ -
0.0	\$ 155.00	\$ -
80.0	\$ 160.00	\$ 12,800
<b>4736.0</b>		<b>\$ 730,660</b>

Construction Cost \$ 14,400,000  
 %Fee Based on Construction 5.07%

**EXHIBIT "D"**

**FEE SCHEDULE**

**Compensation**

1. The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

**Method of Payment of Basic Services**

1. CM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. In no event shall the total payments exceed the CM's fee set forth in Article 7 this Agreement except as authorized under **Exhibit "B."**
2. CM shall submit these invoices in duplicate to the District via the District's authorized representative.
3. CM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of CM's invoices, the District agrees to make payments on all undisputed amounts no later than thirty (30) days from receipt of the invoice.
5. The District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

**EXHIBIT "E"**

**CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: 0415-468 between the Sacramento City Unified School District ("District") and Kitchell/CEM, Inc. ("CM") for construction management services for the California Middle School Campus Renewal Project and Roof Replacement Building 1 and 3A (2023) Project ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the CM currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of CM.

CM certifies that it has taken at least one of the following actions with respect to the Project that are the subject of the Contract (check all that apply):

- Pursuant to Education Code section 45125.2, CM has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between CM's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, CM certifies that all employees will be under the continual supervision of, and monitored by, an employee of the CM who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising CM's and its subcontractors' employees is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTE:** If the CM is a sole proprietor, and elects the above option, CM must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) CM's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CM under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

By: \_\_\_\_\_  
Rose Ramos  
Chief Business Officer

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

- The CM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all CM's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of CM's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- The CM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all CM's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

CM's responsibility for background clearance extends to all of its employees, subcontractors or suppliers, and employees of subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the CM.

**KITCHELL/CEM, INC.**

By: \_\_\_\_\_  
Wendy Cohen  
President

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



## Inspector Agreement

THIS INSPECTOR AGREEMENT ("Agreement") is entered into as of April 7, 2023 by and between the Sacramento City Unified School District, a California public school district (the "DISTRICT") and Nielsen Inspection Services, an Independent Contractor, hereinafter referred to as "INSPECTOR". District and Inspector are each a "Party" and together are the "Parties" to this Agreement.

### RECITALS:

A. DISTRICT intends to construct Oak Ridge Elementary School New Construction, hereinafter the "Project".

B. Education Code section 17311 and Title 24 of the California Code of Regulations (hereinafter "Title 24") require DISTRICT to provide for competent, adequate and continuous inspection for each construction project by a project inspector satisfactory to the Architect or Structural Engineer in general responsible charge of observation of the work of construction.

C. DISTRICT desires to retain INSPECTOR to provide inspection services on the Project. INSPECTOR shall have all of the duties and responsibilities of an inspector, as set forth in Education Code section 17309 et seq. Title 24 of the California Code of Regulations, including sections 4-336 and 4-342.

D. Government Code section 53060 authorizes DISTRICT to contract with persons to furnish special services and advice to District in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required.

E. INSPECTOR is at least 25 years of age, has had at least three years prior experience in inspection or construction work on building projects of a type similar to the projects for which INSPECTOR is proposed as the inspector, has a thorough knowledge of building materials, is able to read and interpret plans and specifications and has been approved as a project inspector by the Structural Safety Section, Division of the State Architect (hereinafter "DSA").

F. DISTRICT desires to contract with INSPECTOR to provide inspection services to DISTRICT on the terms and conditions set forth below, and INSPECTOR desires the same. INSPECTOR acknowledges that District is required to obtain DSA approval prior to using INSPECTOR'S services on the project. INSPECTOR agrees to do all acts necessary to timely obtain DSA approval.

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

### **ARTICLE 1: DUTIES OF THE INSPECTOR**

The duties of the INSPECTOR shall include the duties of the inspector set forth in Education Code sections 17309 et seq., and Title 24 of the California Code of Regulations, and future amendments thereto, including the duties set forth below.

A. General. INSPECTOR shall provide competent, adequate, and continuous inspection during construction or alteration satisfactory to the Project Manager, Architect and DSA. INSPECTOR shall act under the direction of the Architect, or Structural Engineer if applicable, as



the Board of Education of DISTRICT may direct. While performing the services contemplated by this Agreement, INSPECTOR agrees to comply with all applicable laws and regulations.

B. Continuous Inspection Services. In fulfilling Inspector's responsibilities, INSPECTOR shall represent DISTRICT as the inspector on the Project job site. INSPECTOR shall have personal knowledge, obtained by his personal and continuous inspection of the work of construction at all stages of its progress, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work to insure a workmanlike job is constructed in conformity with the contract documents, all applicable requirements of the DSA and all applicable federal and state laws and local ordinances.

Work such as concrete work or brick work which can be inspected only as it is placed will require the constant presence of INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while INSPECTOR is not present. In any case, INSPECTOR must personally inspect every part of the work. In no event shall INSPECTOR have or assume any duties which will prevent INSPECTOR from continuous inspection of the work of construction in all stages of its progress at the site where INSPECTOR is responsible for inspection.

C. Personal Knowledge. INSPECTOR may obtain personal knowledge of the work of construction, either on site or off site, performed under the inspection of a special inspector or inspector, if any (Section 4-333 of Title 24), from the reporting of others on testing or inspection of materials and workmanship for compliance with the plans, specifications and applicable standards. The exercise of reasonable diligence to obtain the facts shall be required.

D. Relations With Architect Or Engineer. INSPECTOR shall work under the general direction of the Architect or Structural Engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Architect or Structural Engineer for interpretation and instructions. In no case, however, shall the instruction for the Architect or Structural Engineer be construed to cause work to be done which is not in conformity with the approved plans, specifications and change orders.

E. Job File. INSPECTOR shall keep a file of approved plans and specifications (including all approved addenda or change orders) on the job at all times, and shall immediately return any unapproved documents to the Architect or Structural Engineer for proper action. INSPECTOR shall have and maintain on the job at all times all codes and documents referred to in the plans and specifications.

F. Semimonthly Reports. INSPECTOR shall keep the Architect or Structural Engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required by Section 4-337 of Title 24, signed by the INSPECTOR. A copy of each such report shall be sent to the DISTRICT's Director of Facilities, or designee, and to DSA. Failure to comply with Section 4-337 is cause for DSA to withdraw approval of INSPECTOR.

G. Notifications to Division of the State Architect. INSPECTOR shall notify the DSA (1) when work is started on the Project or restarted if previously suspended per no. 4 below, (2) at least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms, (3) at least 48 hours in advance of the first pour of foundation concrete and 24 hours in





advance of any subsequent and significant concrete pour, and (4) when all work is suspended for a period of more than two weeks.

H. Construction Procedure Records. INSPECTOR shall keep a record of certain phases of construction procedure including but not limited to the following: (1) the time and date of placing concrete and the time and date of removal of forms in each portion of the structure; (2) identification marks of welders, lists of defective welds, manner of correction of defects, and other matters regarding welding operations; (3) penetration under the last ten (10) blows for each pile when piles are driven for foundations. All such records of construction procedure shall be kept on the job until completion of the work, and shall be made a part of the permanent school records.

I. Deviations. INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to contractor's attention. Copies of such notices shall be forwarded immediately to the District and Architect or Structural Engineer, and to the DSA. INSPECTOR shall safeguard the interest of the District in the construction of the project.

Failure on the part of INSPECTOR to notify the contractor of the deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by contractor's contract in accordance with the approved plans and specifications and all laws and regulations.

J. Verified Reports. From time to time, as the work of construction or alteration progresses, INSPECTOR shall prepare and submit to the DSA verified reports, signed by the Architect or Structural Engineer and INSPECTOR, upon forms prescribed by the DSA, based upon INSPECTOR'S personal knowledge (as defined in Education Code section 17309 that the work during the period covered by the report has been performed and materials have been used and installed, in every material respect, in compliance with the approved plans and specifications, setting forth such detailed statements of fact as are required by the DSA in accordance with Section 4-336 of Title 24. INSPECTOR shall also prepare and deliver to the DSA detailed statements of fact regarding materials, operations and other matters related to the work of construction when requested.

K. No Authority To Contract. INSPECTOR shall have no authority to contract on behalf of DISTRICT.

L. If not already set forth herein, INSPECTOR must:

- a. Be familiar with the plans, specifications, change orders, and the contractor's operations during all phases of the project.
- b. Observe, check and measure items used in the project for compliance with the plans, specifications, change orders, and technical instructions from the Architect.
- c. Maintain a daily report/log describing the general work performed by the contractor, noting problems, rejections of materials or work and unusual events. The report/log shall be filled daily, tersely and factually. The report/log shall reflect the contractor's activities each day. This and all other reports shall be timely and properly completed. All reports and records created or maintained by INSPECTOR shall be uploaded to the District's construction management program, e-Builder, and shall be District's sole property.
- d. Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, contractor or engineer as specified in the Contract

Documents. Check and report to the Project Manager and the Architect laboratory tests indicating defective materials or other problems. Check billings from testing laboratories to see that billings reflect only tests actually requested and performed. Maintain a daily log of inspection by testing lab.

- e. Make sure that the required record drawings are accurately marked up as required.
- f. Report to the Project Manager and the Architect verbally and in writing: (1) poor performance by the contractor; (2) acts prejudicial to the District's interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.
- g. Assist the Project Manager and the Architect in the final inspection and project acceptance phase.
- h. Upon request, provide the District with a written report regarding contractor's performance on the Project.
- i. Maintain an effective working relationship with the contractor, District personnel and Architect.
- j. Be tactful, firm and fair in insisting that contractor adhere to the Contract Documents.
- k. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the contractor's attention in order to avoid removal of work already in place.
- l. Attempt to anticipate the contractor's problems and review with the Project Manager anticipated schedules and work involved prior to the commencement of a new trade on the job.
- m. Attempt to foresee the need for all required tests and inspections.
- n. When notified by contractor, arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.
- o. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.
- p. Ensure that Architect's verbal instructions during field inspections are written in the Daily Report/Log for that day or in the Field Instruction Sheet.
- q. Be responsible for slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. Inspector shall make arrangements for transportation and storage of test materials.
- r. Receive samples which are required to be furnished at the job site; record date received and from whom; notify Architect of their readiness for examination, record Architect's approval or rejection; and maintain custody of approved samples.
- s. Inspect all materials immediately upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition. Exert extreme care to ensure that no communications to the contractor or contractor's agents are misinterpreted as changes in the scope of the work.
- t. Assist in the completion and submission of DSA close out documents as required by DSA.
- u. INSPECTOR may be required to utilize construction program management software, such as, but not limited to, e-Builder™.

M. Restrictions on the Inspector's Authority. In the performance of the duties required by this Agreement, the INSPECTOR exercises limited authority. The INSPECTOR shall not:

- a. Authorize deviations from the Contract Documents;
- b. Avoid conducting any required tests;
- c. Enter the area of responsibility of the contractor's field superintendent;



- d. Expedite the job for the contractor;
- e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;
- f. Approve shop drawings or samples;
- g. Authorize or advise the District to occupy the project, in the whole or in part, prior to final acceptance of the project;
- h. Interfere in contractor/subcontractor relationships.

#### **ARTICLE 2: VIOLATIONS OF THE FIELD ACT**

Failure, refusal or neglect on the part of INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal or neglect to report immediately, in writing, any such violation to the Architect or Structural Engineer, to DISTRICT's Director of Facilities, and to the DSA shall constitute a violation of the Field Act and shall be cause for the DSA to take action which may result in the withdrawal of the INSPECTOR'S approval.

In accordance with Education Code section 17312, any person who violates the Field Act (Education Code sections 17280 through 17313), or makes any false statement in any verified report or affidavit required pursuant to that Act is guilty of a felony.

#### **ARTICLE 3: TERM**

The term of this Agreement shall commence on April 7, 2023 and shall terminate upon completion and acceptance by the Board of Education of DISTRICT of the construction project(s) for which INSPECTOR was retained, unless earlier terminated as provided in the Agreement.

#### **ARTICLE 4: COMPENSATION**

DISTRICT agrees to pay INSPECTOR for services rendered and accepted by DISTRICT at the rate of \$110 per hour for DSA Class 1; \$105 per hour for DSA Class 2; and \$100 per hour for Class 3. Total compensation shall not exceed Four Hundred Ten Thousand Eight Hundred Fifty Dollars (\$410,850.00) for this Agreement. INSPECTOR will be paid for hours worked (not a lump sum), and shall record all hours worked in a daily log which shall be submitted to the District on a weekly basis.

Payment will be made within 30 days upon submission of periodic invoices to: Brendin Swanson, Manager III of Facilities, Planning and Construction, Sacramento City Unified School District, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824. Invoices must show the number of hours worked, the Agreement number, the project name and location and must contain the INSPECTOR'S original signature on all copies. INSPECTOR'S failure to maintain required records or to properly submit invoices may result in non-payment to INSPECTOR.

INSPECTOR agrees that if the construction schedule is interrupted for an unusual period of time, INSPECTOR shall not charge unreasonably for services rendered during the period of interruption.

#### **ARTICLE 5. TERMINATION**

Either party may terminate this Agreement, without cause, at any time by giving the other party thirty (30) days written notice of termination. The effective date of termination shall occur thirty (30) days after the day on which the party terminating this Agreement personally delivers written notice of termination to the other party or mails such notice of termination in accordance with paragraph 9 of this Agreement.



**ARTICLE 6: INDEPENDENT CONTRACTOR**

A. It is agreed that the relationship between DISTRICT and INSPECTOR is one of independent contractor and that no relationship of employer-employee or agency exists between the parties hereto.

B. All persons employed by INSPECTOR or acting at the direction of the INSPECTOR to assist INSPECTOR in rendering the services to be provided under this Agreement shall be entirely and exclusively employees and agents of the INSPECTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharge, or any other terms of employment or requirements of law, shall be determined by INSPECTOR, and DISTRICT shall have no right or authority over such persons or the terms of such employment. INSPECTOR shall comply with any applicable prevailing wage laws.

C. INSPECTOR hereby indemnifies, holds harmless and agrees to defend DISTRICT, its Board members, officers, directors, agents and employees from any contention by a third party that an employer-employee or agency relationship exists between DISTRICT and INSPECTOR, its agents and employees by reason of this Agreement.

D. INSPECTOR and his/her/its employees and agents performing services related to this Agreement are not agents or employees of 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 performing such services.

E. INSPECTOR and his/her/its agents and employees performing services related to this Agreement are not employees of DISTRICT for federal or state tax purposes or for any other purpose. DISTRICT shall have no obligation to pay wages to such persons or to withhold payroll taxes from compensation paid to such persons for services under this Agreement. INSPECTOR shall be solely responsible for payment of wages, if any, and employer's payroll tax liability related thereto. INSPECTOR agrees to indemnify, defend and hold the District, its Board members, agents, officers and employees harmless from any liability which INSPECTOR may incur to the Federal or State governments as a consequence of this Agreement. All payments to INSPECTOR shall be reported to the appropriate State and Federal tax authorities as required.

F. It is further understood and agreed by the parties hereto that in the performance of INSPECTOR's obligations under this Agreement, INSPECTOR is subject to the control or direction of DISTRICT merely as to the designation of tasks to be performed, and results to be accomplished by the services agreed to be rendered and performed under this Agreement, and not as to the means and methods for accomplishing the result.

G. If in the performance of this Agreement any third persons are employed by DISTRICT, such persons shall be entirely and exclusively under the direction, supervision and control of DISTRICT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by DISTRICT, and INSPECTOR shall have no right or authority over such persons or the terms of such employment. Nothing contained in the Agreement shall be deemed to create any contractual relationship between the INSPECTOR and the Architect or contractor, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the INSPECTOR which does not otherwise exist.



#### **ARTICLE 7: FINGERPRINTING REQUIREMENTS**

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering 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 by INSPECTOR, INSPECTOR will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to DISTRICT.

DISTRICT has determined that INSPECTOR'S services will result in limited contact with pupils. INSPECTOR is required to comply with the conditions listed in Exhibit A, Contractor's certification of compliance with District fingerprinting and security requirements. If INSPECTOR is unwilling to comply, INSPECTOR'S employees may not enter any school site until INSPECTOR provides certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed inspectors.

#### **ARTICLE 8: INDEMNIFICATION AND EXCULPATION**

INSPECTOR shall indemnify, hold DISTRICT and its Board members, agents, employees and officers harmless from and defend DISTRICT against all claims, demands, actions or liability for injury or damage, including attorney's fees and costs, to persons or property arising for any reason from the services to be performed by INSPECTOR under this Agreement.

#### **ARTICLE 9: INSURANCE**

INSPECTOR shall maintain comprehensive general liability insurance during the life of this Agreement and shall provide the DISTRICT with a current certificate of insurance evidencing its general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured. INSPECTOR shall carry workers' compensation coverage for INSPECTOR's employees rendering services to DISTRICT under this Agreement. DISTRICT assumes no liability for workers' compensation or for loss, damage or injury to persons or property in the performance of the services rendered by INSPECTOR under this Agreement. The insurance shall protect the INSPECTOR from the claims set forth below that may arise out of or result from the INSPECTOR'S performance of services or failure to perform services under this Agreement:

- a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of Inspector's employees, agents or invitees;
- c. Claims for damages because of bodily injury or death of any person;
- d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Inspector or (2) by any other person
- e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use therefrom; or
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.



The Inspector's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

**Comprehensive General Liability**

Personal Injury:	Property Damage:
\$1,000,000 Each Occurrence	\$1,000,000 Each Occurrence
\$1,000,000 Aggregate	\$1,000,000 Aggregate

**Comprehensive Automobile Liability**

Bodily Injury:	Property Damage:
\$1,000,000 Each Person/Occurrence	\$1,000,000 Each Occurrence

**ARTICLE 10: NOTICE**

All notices or other communications that one party may be required to give to the other party under this Agreement shall be in writing and shall be served personally or by certified or by first class or overnight mail, postage prepaid, addressed as follows or to such other address as either party may provide to the other party in writing:

**DISTRICT:**

Sacramento City Unified School District  
Attn: Tina Alvarez Bevens, Contracts  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

**INSPECTOR:**

Nielsen Inspection Services  
Attn: Carsten Nielsen  
7625 Rose Springs Lane  
Granite Bay CA 95746

**ARTICLE 11: NONASSIGNABILITY**

INSPECTOR is specially trained and competent to render the services to be provided under this Agreement. INSPECTOR shall not assign or subcontract all or any part of this Agreement or obligation of INSPECTOR under this Agreement or any interest therein, without the prior written consent of DISTRICT.

**ARTICLE 12: CONFLICT OF INTEREST**

- A. INSPECTOR shall abide by and be subject to all applicable DISTRICT policies, regulations, statutes or other laws regarding conflict of interest.
- B. INSPECTOR 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, Inspector shall not hire any employee of the United States government to perform any service covered by this Agreement.
- C. INSPECTOR affirms to the best of its/his/her knowledge, there exists no actual or potential conflict of interest between Inspector's family, business or financial interest and the services provided under this Agreement, and in the event of 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 13: MODIFICATION IN WRITING**

This Agreement may not be modified, changed, or supplemented, nor may any modifications under this Agreement be waived, except by written instruments signed by both parties.



**ARTICLE 14: NONDISCRIMINATION**

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

**ARTICLE 15: CALIFORNIA LAW**

This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

**ARTICLE 16: BINDING EFFECT**

This Agreement shall be binding upon DISTRICT and INSPECTOR, their heirs, executors, administrators, successors and assigns.

**ARTICLE 17: 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, and each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

**ARTICLE 18: COUNTERPARTS**

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile or original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE 19: INTERPRETATION**

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

**ARTICLE 20: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

Executed on the day and year first above written.



**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**NIELSEN INSPECTION SERVICES**

By: \_\_\_\_\_  
Rose Ramos  
Chief Business Officer

By:  \_\_\_\_\_  
Carsten Nielsen

\_\_\_\_\_  
Date

 \_\_\_\_\_  
Date





**EXHIBIT A**

**CONTRACTOR CERTIFICATION**

**Fingerprinting:** Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that its employees providing that service 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 must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the Agreement. The school district may determine, under 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, 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. The District has also determined 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. Contractor 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. Contractor employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all of its 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. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, Contractor cannot adhere to the conditions stated above, Contractor shall so inform the District and shall assign only those employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, Contractor 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 terminate the Agreement at any time for noncompliance.

  
\_\_\_\_\_  
Authorized Signature of Contractor

4/5/23  
\_\_\_\_\_  
Date

CARSTEN NIELSEN / President  
\_\_\_\_\_  
Printed Name/Title

# EXHIBIT B

## Nielsen Inspection Services, Inc.

- Proposal -

March 19, 2023

### Sacramento City Unified School District

5735 47<sup>th</sup> Avenue

Sacramento, CA 95824

RE: Oak Ridge Elementary School – New Construction

Nielsen Inspection Services, Inc. (NISI) is pleased to provide a Proposal for DSA required Inspections for the above-referenced project. The proposal is based on 3/17/23 email (incl) drawings, specifications, partial schedule, and new rates.

Includes: Field Inspections, daily reports, semi-monthly reports, filing of forms 5 and 6 as required by DSA, correspondence with Architect, design Engineers, and DSA office. Liability Insurance.

Incr 1. Site work; 9 months @ \$9,570.- per month (87hrs)	\$ 86,130. -
Incr. 2 Building phase; 16 months @ \$19,140.- per month (174hrs)	\$ 306,240. -
Punch list; 4 months @ 4,620.- per month 42	<u>\$ 18,480. -</u>
Total charge	\$ 410,850. -

Exclusions: Special Inspections: In-plant, welding, rebar, pull testing, concrete slump, concrete strength/sample testing as required by DSA (per form 103) E&O Insurance.

Thank you for the opportunity, and should you have any questions or need additional clarifications, please do not hesitate to contact me at 916.296.4569.

Sincerely,  
Nielsen Inspection Services, Inc.

*Carsten Nielsen*

---

Carsten Nielsen  
DSA Class 1 (4492)

**Job Number:** 23-1885  
**Job:** Bret Harte ES-Site 1 Kinder  
**Quote Name:** Quote-23-1885-Bret Harte ES-Site 1 Kinder\_002  
**Quote Number:** Q-04847



**Prepared by:**  
 KarlManiglia  
 karl@miracleplaygroup.com

**Terms:** Net 30  
**Remit to:** Miracle Playsystems, Inc.  
 1276 S Main St., Salinas, CA 93901

**Sub Total:** \$80,081.58  
**Freight:** \$2,640.72  
**Estimated Tax:** \$4,220.16  
**Total:** \$86,942.46

Miracle Sourcewell pricing applied (Contract #010521-LTS)

Product Code	Description	Qty	Rate	Total	Esti
MREC EQUIP	Miracle Recreation Play Structure (Tot's Choice) for Ages 2-12 (per design version 002)	1	\$36,507.00	\$32,856.30	

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
B13	Offload of equipment	1	\$1,500.00	\$1,500.00	\$0.00
B15	Installation only of Miracle Play Structure: Site Prep by Others: 23_1885_BretHarteESSite1Kinder_002	1	\$20,105.00	\$20,105.00	\$0.00

Rubber/Turf Surfacing

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
C5	1,036 sf of EnduraFlex with a color mix of 50% Black and 50% Standard Color TBD with AROMATIC urethane binder.	1,036	\$14.84	\$15,374.24	\$1,345.24
C1	Installation of a 3.0" system comprised of a 2.5" cushion layer and a 0.5" wear layer accounting for up to a 6' fall height.	1,036	\$9.89	\$10,246.04	\$0.00

**Sub Total:** \$80,081.58  
**Total Freight:** \$2,640.72  
**Total Estimated Tax:** \$4,220.16  
**Grand Total:** \$86,942.46

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Please confirm or edit order information below.

**End User Company:**  
 Sacramento City Unified School District  
**End User Contact:**  
**End User Email:**

**Bill To Email:**

**Bill To:**

,  
,  
,,

**Delivery Contact:**  
**Delivery Email:**  
**Delivery Phone:**  
**Delivery Address:**  
 95818

**Customer Reference #:**

**Site Address:**  
 2751 9th Ave  
 Sacramento

## INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle PlaySystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle PlaySystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle PlaySystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle PlaySystems, Inc. comparative negligence caused any damages.

## STANDARD NOTES

- Price quotation is good for 30 days. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- PLEASE MAKE PURCHASE ORDER TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507
- PLEASE REMIT CHECKS TO: MIRACLE PLAYSYSTEMS INC., 1276 S MAIN ST, SALINAS, CA 93901
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle PlaySystems, Inc **DOES NOT** include the following in this proposal:
  - Engineered drawings
  - Installation of equipment or other site amenities
  - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of \$1M/\$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.
- Inspect equipment upon delivery. Color discrepancy must be reported at time of delivery. Installation constitutes acceptance of colors.
- Warranty does not cover labor for reinstallation.

## TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer's acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
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- Custom play feature lead times are determined on a case by case basis.

## CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

## GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle PlaySystems, Inc. objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle PlaySystems, Inc. to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.

Bret Harte ES-Site 1 Kinder

MIRACLE PLAYSYSTEMS, INC. — PO BOX 263, ALAMO, CA 94507 — (800) 879-7730 — (510) 893-2163 (FAX)  
 CSL: 981433 (Exp Date 03/23) — DIR: 1000015853

- Client and owner/operator agree to indemnify and hold Miracle Playsystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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



**Job Number:** 23-2155  
**Job:** Bret Harte ES Bonding Fees  
**Quote Name:** Quote-23-2155-Bret Harte ES Bonding Fees  
**Quote Number:** Q-05127



**Prepared by:**  
 KarlManiglia  
 karl@miracleplaygroup.com

**Terms:** Net 30  
**Remit to:** Miracle Playsystems, Inc.  
 1276 S Main St., Salinas, CA 93901

**Sub Total:** \$13,190.00  
**Freight:** \$0.00  
**Estimated Tax:** \$0.00  
**Total:** \$13,190.00

Bonding Fees

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
BONDING	Bonding Fees - 23-1885-Bret Harte ES-Site 1 Kinder_002	1	\$2,609.00	\$2,609.00	\$0.00
BONDING	Bonding Fees - 23-1891-Bret Harte ES-Site 2 Main_001	1	\$3,277.00	\$3,277.00	\$0.00
BONDING	Bonding Fees - 23-1892-Bret Harte ES-Site 3 Preschool_001	1	\$3,298.00	\$3,298.00	\$0.00
BONDING	Bonding Fees - Bret Harte ES-Site 4 Main_001	1	\$4,006.00	\$4,006.00	\$0.00

**Sub Total:** \$13,190.00  
**Total Freight:** \$0.00  
**Total Estimated Tax:** \$0.00  
**Grand Total:** \$13,190.00

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Please confirm or edit order information below.

<b>End User Company:</b> Sacramento City Unified School District	<b>Bill To Email:</b>
<b>End User Contact:</b>	<b>Bill To:</b>
<b>End User Email:</b>	,
	,
<b>Delivery Contact:</b>	,,
<b>Delivery Email:</b>	
<b>Delivery Phone:</b>	<b>Customer Reference #:</b>
<b>Delivery Address:</b>	
<b>Site Address:</b> 2751 9th Ave Sacramento	

## INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle PlaySystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle PlaySystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle PlaySystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle PlaySystems, Inc. comparative negligence caused any damages.

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- Warranty does not cover labor for reinstallation.

## TERMS & CONDITIONS

Bret Harte ES Bonding Fees

MIRACLE PLAYSYSTEMS, INC. — PO BOX 263, ALAMO, CA 94507 — (800) 879-7730 — (510) 893-2163 (FAX)  
 CSL: 981433 (Exp Date 03/23) — DIR: 1000015853



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### CONSTRUCTION SERVICES (if applicable)

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Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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



**Job Number:** 23-1893  
**Job:** Bret Harte ES-Site 4 Main  
**Quote Name:** Quote-23-1893-Bret Harte ES-Site 4 Main\_001  
**Quote Number:** Q-04808



**Prepared by:**  
 KarlManiglia  
 karl@miracleplaygroup.com

**Terms:** Net 30  
**Remit to:** Miracle Playsystems, Inc.  
 1276 S Main St., Salinas, CA 93901

**Sub Total:** \$122,258.28  
**Freight:** \$4,802.38  
**Estimated Tax:** \$6,440.87  
**Total:** \$133,501.53

Miracle Sourcewell pricing applied (Contract #010521-LTS)

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
MREC EQUIP	Miracle Play Structure (Tot's Choice) for Ages 5-12 and Freestanding Play Equipment (per design version 001)	1	\$54,230.00	\$48,807.00	\$4,270.62

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
B13	Offload of equipment	1	\$1,500.00	\$1,500.00	\$0.00
B15	Installation only of Miracle Play Structure: Site Prep by Others: 23_1893_BretHarteESSite4Main_001	1	\$30,630.00	\$30,630.00	\$0.00

Rubber Surfacing

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
C7	1,677 sf of EnduraFlex with a color mix of 50% Black and 50% Standard Color TBD with AROMATIC urethane binder.	1,677	\$14.79	\$24,802.83	\$2,170.25
C1	Installation of a 3.5" system comprised of a 3.0" cushion layer and a 0.5" wear layer accounting for up to a 8" fall height.	1,677	\$9.85	\$16,518.45	\$0.00

**Sub Total:** \$122,258.28  
**Total Freight:** \$4,802.38  
**Total Estimated Tax:** \$6,440.87  
**Grand Total:** \$133,501.53

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Please confirm or edit order information below.

<b>End User Company:</b> Sacramento City Unified School District <b>End User Contact:</b> <b>End User Email:</b>	<b>Bill To Email:</b>  <b>Bill To:</b> , , ,
<b>Delivery Contact:</b> <b>Delivery Email:</b> <b>Delivery Phone:</b> <b>Delivery Address:</b>	<b>Customer Reference #:</b>
<b>Site Address:</b> 2751 9th Ave Sacramento	

## INDEMNITY

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  - Installation of equipment or other site amenities
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- Warranty does not cover labor for reinstallation.

## TERMS & CONDITIONS

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- Custom play feature lead times are determined on a case by case basis.

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Bret Harte ES-Site 4 Main

MIRACLE PLAYSYSTEMS, INC. — PO BOX 263, ALAMO, CA 94507 — (800) 879-7730 — (510) 893-2163 (FAX)  
 CSL: 981433 (Exp Date 03/23) — DIR: 1000015853

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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



**Job Number:** 23-1892  
**Job:** Bret Harte ES-Site 3 Preschool  
**Quote Name:** Quote-23-1892-Bret Harte ES-Site 3 Preschool\_001  
**Quote Number:** Q-04803



**Prepared by:**  
 KarlManiglia  
 karl@miracleplaygroup.com

**Terms:** Net 30  
**Remit to:** Miracle Playsystems, Inc.  
 1276 S Main St., Salinas, CA 93901

**Sub Total:** \$101,670.10  
**Freight:** \$2,785.04  
**Estimated Tax:** \$5,455.33  
**Total:** \$109,910.47

Miracle Sourcewell pricing applied (Contract #010521-LTS)

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
MREC EQUIP	Miracle Recreation Play Structure (Tot's Choice) for Ages 2-5 and Freestanding Play Panels ) per design version 001)	1	\$42,531.00	\$38,277.90	\$3,349.31

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
B13	Offload of equipment	1	\$1,500.00	\$1,500.00	\$0.00
B15	Installation only of Miracle Play Structure: Site Prep by Others: 23_1892_BretHarteESSite3Preschool_001	1	\$21,771.00	\$21,771.00	\$0.00

Rubber Surfacing

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
C3	1,960 sf of EnduraFlex with a color mix of 50% Black and 50% Standard Color TBD with AROMATIC urethane binder.	1,960	\$12.28	\$24,068.80	\$2,106.02
C1	Installation of a 2.0" system comprised of a 1.5" cushion layer and a 0.5" wear layer accounting for up to a 4' fall height.	1,960	\$8.19	\$16,052.40	\$0.00

**Sub Total:** \$101,670.10  
**Total Freight:** \$2,785.04  
**Total Estimated Tax:** \$5,455.33  
**Grand Total:** \$109,910.47

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Please confirm or edit order information below.

**End User Company:**  
 Sacramento City Unified School District

**End User Contact:**

**End User Email:**

**Delivery Contact:**

**Delivery Email:**

**Delivery Phone:**

**Delivery Address:**

95818

**Site Address:**

2751 9th Ave

Sacramento

**Bill To Email:**

**Bill To:**

,

,

,

,

**Customer Reference #:**

## INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems, Inc. comparative negligence caused any damages.

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## GENERAL TERMS

Bret Harte ES-Site 3 Preschool  
MIRACLE PLAYSYSTEMS, INC. — PO BOX 263, ALAMO, CA 94507 — (800) 879-7730 — (510) 893-2163 (FAX)  
CSL: 981433 (Exp Date 03/23) — DIR: 1000015853



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Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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



**Job Number:** 23-1891  
**Job:** Bret Harte ES-Site 2 Main  
**Quote Name:** Quote-23-1891-Bret Harte ES-Site 2 Main\_001  
**Quote Number:** Q-04807

**Prepared by:**  
 KarlManiglia  
 karl@miracleplaygroup.com



**Terms:** Net 30  
**Remit to:** Miracle Playsystems, Inc.  
 1276 S Main St., Salinas, CA 93901

**Sub Total:** \$99,670.13  
**Freight:** \$4,161.23  
**Estimated Tax:** \$5,375.04  
**Total:** \$109,206.40

Miracle Sourcewell pricing applied (Contract #010521-LTS)

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
MREC EQUIP	Miracle Recreation Play Structure (Tot's Choice) for Ages 5-12 and Freestanding Play Equipment (per design version 001)	1	\$45,742.00	\$41,167.80	\$3,602.19

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
B13	Offload of equipment	1	\$1,500.00	\$1,500.00	\$0.00
B15	Installation only of Miracle Play Structure: Site Prep by Others: 23_1891_BretHarteESSite2Main_002_UpdatedPlayBox	1	\$23,229.00	\$23,229.00	\$0.00

Rubber Surfacing

Product Code	Description	Qty	Rate	Total	Estimated Tax ( if applicable)
C5	1,439 sf of EnduraFlex with a color mix of 50% Black and 50% Standard Color TBD with AROMATIC urethane binder.	1,439	\$14.08	\$20,261.12	\$1,772.85
C1	Installation of a 3.0" system comprised of a 2.5" cushion layer and a 0.5" wear layer accounting for up to a 6' fall height.	1,439	\$9.39	\$13,512.21	\$0.00

**Sub Total:** \$99,670.13  
**Total Freight:** \$4,161.23  
**Total Estimated Tax:** \$5,375.04  
**Grand Total:** \$109,206.40

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Please confirm or edit order information below.

**End User Company:**  
 Sacramento City Unified School District

**End User Contact:**

**End User Email:**

**Delivery Contact:**

**Delivery Email:**

**Delivery Phone:**

**Delivery Address:**

**Site Address:**

2751 9th Ave  
 Sacramento

**Bill To Email:**

**Bill To:**

,

,

,

,

**Customer Reference #:**

## INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle PlaySystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle PlaySystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle PlaySystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle PlaySystems, Inc. comparative negligence caused any damages.

## STANDARD NOTES

- Price quotation is good for 30 days. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- PLEASE MAKE PURCHASE ORDER TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507
- PLEASE REMIT CHECKS TO: MIRACLE PLAYSYSTEMS INC., 1276 S MAIN ST, SALINAS, CA 93901
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle PlaySystems, Inc **DOES NOT** include the following in this proposal:
  - Engineered drawings
  - Installation of equipment or other site amenities
  - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of \$1M/\$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.
- Inspect equipment upon delivery. Color discrepancy must be reported at time of delivery. Installation constitutes acceptance of colors.
- Warranty does not cover labor for reinstallation.

## TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer's acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle PlaySystems, Inc maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card convenience fee is 3.5% which will be added to all credit card charges
- Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary.
- **Lead times may currently be extended due to reasons such as supply chain issues, shipping delays, raw material shortages, and other COVID-19 related impacts.**
- Custom play feature lead times are determined on a case by case basis.

## CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

## GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle PlaySystems, Inc. objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle PlaySystems, Inc. to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.

Bret Harte ES-Site 2 Main

MIRACLE PLAYSYSTEMS, INC. — PO BOX 263, ALAMO, CA 94507 — (800) 879-7730 — (510) 893-2163 (FAX)  
 CSL: 981433 (Exp Date 03/23) — DIR: 1000015853

- Client and owner/operator agree to indemnify and hold Miracle Playsystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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



**AMENDMENT NO. 2 TO FACILITIES LEASE  
BY AND BETWEEN  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND  
BALFOUR BEATTY / CLARK & SULLIVAN JOINT VENTURE**

---

This Amendment No. 2 to the Facilities Lease (“[Second] Amendment”) is made and entered into this 4th day of May 2023 (“Effective Date”) by and between the Sacramento City Unified School District (“District”) and Balfour Beatty / Clark & Sullivan Joint Venture (“Developer”) (collectively, the “Parties”) as follows:

**RECITALS**

**WHEREAS**, the Parties entered into a Facilities Lease, dated December 15, 2022, pertaining to the Cesar Chavez / Edward Kemble New Construction and Modernization Project (“Project”) at Cesar E. Chavez Elementary School and Edward Kemble Elementary School, located at 7495 29th Street Sacramento, CA 95822 and 7500 32nd Street Sacramento, CA 95822, respectively (“Project Site”); and

**NOW, THEREFORE**, the Parties agree as follows:

Section I. Second Amendment of Facilities Lease.

1. **Exhibit C** (Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions) to the Facilities Lease is amended and supplemented such that the existing Exhibit C is struck and replaced with the amended Exhibit C, which is attached hereto as **Attachment “1”** and incorporated herein by this reference. All references to Exhibit C in the Facilities Lease shall mean and refer to Attachment “1” hereto.

The Parties expressly acknowledge and agree that this amendment is intended to and does change payment provisions for the Project under the Facilities Lease, including, but not limited to, the amount of Tenant Improvement Payments and amount of Lease Payments.

[CONTINUES ON NEXT PAGE]

Section II. All Other Provisions Reaffirmed.

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Second Amendment and any provision of the Facilities Lease or any prior amendment thereto, the provisions of this Second Amendment shall control.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 2 to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

**ACCEPTED AND AGREED** on the date indicated below:

Dated: \_\_\_\_\_, 2023

Dated: \_\_\_\_\_, 2023

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BALFOUR BEATTY – CLARK/SULLIVAN A JOINT VENTURE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Rose Ramos

Name: Brian H. Cahill

Title: CBO

Title: President, California Division (JV Managing Party)

# ATTACHMENT 1

## EXHIBIT C

### GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

#### **1. Site Lease Payments**

As indicated in the Site Lease, Developer shall pay One Dollar (\$1.00) to the District as consideration for the Site Lease.

#### **2. Guaranteed Maximum Price**

Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for an amount to be determined after preconstruction services are completed ("Guaranteed Maximum Price"). The Guaranteed Maximum Price shall include the preconstruction fees and costs.

##### **2.1 Cost of the Work**

The term Cost of the Work shall mean the costs necessarily incurred in the proper performance of the Work contemplated by the Contract Documents. Such costs shall be at rates no higher than the standard paid at the place of the Project except with the prior consent of the District. The Cost of the Work shall include only the items set forth in this Section 2 and approved by the District.

##### **2.1.1 General Conditions**

The General Conditions as set forth in **Attachment 1** hereto shall be included in a progress billing as incurred. Said rates shall include all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by Developer for insurance, permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives to the extent contemplated in **Attachment 1**, whether required by law or collective bargaining agreements or otherwise paid or provided by Developer to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the District shall be entitled to a reduction in the cost of General Conditions based on the rates set forth in **Attachment 1**.

##### **2.1.2 Subcontract Costs**

Payments made by the Developer to Subcontractors (inclusive of the Subcontractor's bonding, if required, and insurance costs, which shall be included in the subcontract amount), which payments shall be made in accordance with the requirements of the Contract Documents.



# ATTACHMENT 1

## 2.1.3 Developer-Performed Work

Costs incurred by Developer for self-performed work at the direction of District or with the District's prior approval, as follows:

**2.1.3.1** Actual costs to Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by Developer to perform the construction of the Work at the site.

**2.1.3.2** Wages or salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs, and pension plans of Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at Developer's principal office, only for that portion of their time required for the Work.

**2.1.3.3** Wages and salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs and pension plans of Developer's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**2.1.3.4** Costs paid or incurred by Developer for taxes, insurance, contributions, assessments required by law or collective bargaining agreements and for personnel not covered by such agreements, and for customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 2.1.3.1 through 2.1.3.3.

**2.1.3.5** Costs, including transportation and storage, of materials and equipment incorporated in the completed construction, including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the District's property at the completion of the Work or, at the District's option, shall be sold by Developer. Any amounts realized from such sales shall be credited to the District as a deduction from the Cost of the Work.

**2.1.3.6** Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, machinery and equipment not customarily owned by construction workers, that are provided by Developer at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Developer. Cost for items previously used by Developer shall mean fair market value.

# ATTACHMENT 1

**2.1.3.7** Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not customarily owned by construction workers that are provided by Developer at the site, whether rented from Developer or others, and the costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof and costs of Developer's Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment rented shall be subject to the District's prior approval.

**2.1.3.8** Costs of removal of debris from the site, daily clean-up costs and dumpster charges not otherwise included in the cost of the subcontracts which exceeds the clean-up provided under the General Conditions.

**2.1.3.9** This section intentionally blank.

**2.1.3.10** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the District.

## 2.1.4 Allowances

Because it is impossible at the time of execution of the Facilities Lease to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Amount
TBD	TBD
Total Allowance Amount	TBD

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Developer's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Guaranteed Maximum Price, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). The Allowances are included in the Guaranteed Maximum Price. Any unused Allowance or unused portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District.

# ATTACHMENT 1

## 2.1.5 Miscellaneous Costs

**2.1.5.1** Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

**2.1.5.2** Sales, use, gross receipts, local business and similar taxes imposed by a governmental authority that are related to the Work.

**2.1.5.3** Fees and assessments for permits, plan checks, licenses and inspections for which Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.

**2.1.5.4** Fees of laboratories for tests required by the Contract Documents.

**2.1.5.5** Deposits lost for causes other than Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the District as set forth in the Contract Documents.

**2.1.5.6** Expenses incurred in accordance with Developer's standard personnel policy for relocation and temporary living allowances of personnel required for the Work if approved in advance by District.

**2.1.5.7** Where requested by District, costs or expenses incurred by Developer in performing design services for the design-build systems.

**2.1.5.8** Other costs incurred in the performance of the Work if, and to the extent, approved in advance by District.

**2.1.5.9** Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and/or property.

**2.1.5.10** Provided all other eligible costs have been deducted from the contingency and as part of the calculation of amounts due Developer for Final Payment, costs of repairing and correcting damaged or non-conforming Work executed by Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of Developer and only to the extent that the cost of repair or correction is not recovered by Developer from insurance, sureties, Subcontractors or suppliers.

# ATTACHMENT 1

## 2.1.6 Excluded Costs

The following items are considered general overhead items and shall not be billed to the District:

**2.1.6.1** Salaries and other compensation of Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.

**2.1.6.2** Expenses of Developer's principal office and offices other than the Project Field Office.

**2.1.6.3** Overhead and general expenses, except as may be expressly included in this Section 2.

**2.1.6.4** Developer's capital expenses, including interest on Developer's capital employed for the Work.

**2.1.6.5** Costs that would cause the Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

## 2.1.7 Developer's Fee

Two and eighty-nine hundredths percent (2.89%) of the Cost of the Work as described in Sections 2.1.1, 2.1.2, 2.1.3, 2.1.4 and 2.1.5.

## 2.1.8 Bonds and Insurance

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of One and eight tenths percent (1.80%) of the Cost of the Work for insurance and 80/100 percent (0.80%) of the Cost of the Work for payment and performance bonds.

## 2.1.9 Owner Contingency and Developer Contingency

**2.1.9.1** The Guaranteed Maximum Price includes Owner and Developer Contingencies of \_\_\_\_\_ percent (\_\_\_\_%) for the Owner Contingency and \_\_\_\_\_ percent (\_\_\_\_%) of the Developer Contingency of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3. Intended Uses of Owner Contingency and Developer Contingency:

Owner Contingency is to be used for unforeseen conditions, Owner-requested scope adds, and Owner-directed schedule acceleration. The Owner is responsible for costs that exceed the Owner Contingency. Developer Contingency is to be used for scope gaps. The Developer is responsible for costs that exceed the Developer Contingency. The Owner is responsible for costs that exceed the total Allowance amount.

# ATTACHMENT 1

**2.1.9.2** Developer Contingency is not intended for such things as scope changes.

**2.1.9.3** The Contingencies shall not be used without the agreement of the District.

**2.1.9.4** The unused portion of the Contingency shall be considered as cost savings and retained by the District at the end of the Project.

**2.2** The Guaranteed Maximum Price will consist of the amounts to be identified in **Attachment 2** to this **Exhibit C**. Except as indicated herein for modifications to the Project approved by the District, Developer will not seek additional compensation from District in excess of Guaranteed Maximum Price. District shall pay the Guaranteed Maximum Price to Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

## **2.3 Total Payment**

In no event shall the cumulative total of the Tenant Improvement Payments and the Loan Amount for the Lease Payments ever exceed the Guaranteed Maximum Price to be defined, as may be modified pursuant to **Exhibit D** to the Facilities Lease.

## **2.4 Changes to Guaranteed Maximum Price**

**2.4.1** The Parties acknowledge that the Guaranteed Maximum Price is based on the Construction Documents, including the plans and specifications, as identified in **Exhibit D** to the Facilities Lease.

**2.4.2** As indicated in the Facilities Lease, the Parties may add to or remove from the project specific scopes of work. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price. If a cost impact of a change is agreed to by the Parties, it shall be paid upon the payment request from Developer for the work that is the subject of the change in accordance with the provisions of **Exhibit D**. The amount of any change to the Guaranteed Maximum Price shall be calculated in accordance with the provisions of **Exhibit D** to this Facilities Lease.

**2.4.3** The Parties agree to reduce the Guaranteed Maximum Price for the unused portion of Allowances and/or Contingency, if any.

### **2.4.4 Cost Savings**

Developer shall work cooperatively with Architect, Construction Manager, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Developer, and approved in writing by the District. In the event Developer realizes a savings on any aspect of the Project, such savings shall be added to the Owner's Contingency and expended consistent with the Owner's Contingency. In addition, any portion of Allowance remaining after completion of the Project shall be added to the Owner's Contingency. If any cost savings require

# ATTACHMENT 1

revisions to the Construction Documents, Developer shall work with the District and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to an adjustment of Contract Time for delay in completion caused by any cost savings adopted by District pursuant to **Exhibit D**, if requested in writing before the approval of the cost savings.

**2.4.5** If the District exercises its Purchase Option pursuant to this **Exhibit C**, any reduction in the Guaranteed Maximum Price resulting from that exercise of the Purchase Option, if any, shall be retained in full by the District and shall not be shared with Developer.

### **3. Tenant Improvement Payments**

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including **Exhibit C** and **Exhibit D**, less the Loan Amount for the Lease Payments ("Tenant Improvement Payments"). The District shall withhold a amount equal to the Loan Amount as indicated in **Attachment 3** to **Exhibit C** from the Developer for its Work on the Project. In other words, no further Tenant Improvement Payment will be made to Developer once the amount equal to Guaranteed Maximum Price minus the Loan Amount has been paid. Otherwise, the Tenant Improvement Payments will be processed based on the amount of Work performed according to Developer's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease, including withholding for or escrow of retention of five percent (5%) of the Guaranteed Maximum Price. The withholding for the Loan Amount shall be separate from and in addition to withholding for or escrow of retention.

### **4. Lease Payments**

Upon execution of the Memorandum of Commencement Date, the form of which is attached to the Facilities Lease as **Exhibit E**, the District shall commence making lease payments to Developer in accordance with the Schedule attached hereto as **Attachment 3**.

**4.1** The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in monthly installments as indicated in the Schedule of Lease Payments attached hereto as **Attachment 3** for the duration of the lease term of one (1) year, with the first Lease Payment due ninety (90) days after execution of the Memorandum of Commencement Date.

**4.2** The District represents that the annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

#### **4.3 Fair Rental Value**

District and Developer have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such

# ATTACHMENT 1

determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

## **4.4 Each Lease Payment Constitutes a Current Expense of the District**

**4.4.1** The District and Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

**4.4.2** Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

**4.4.3** The District covenants to take all necessary actions to include the Lease Payments in each of its final approved annual budgets.

**4.4.4** The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments that come due and payable during the period covered by each such budget. Developer acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

**4.4.5** Developer cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

## **5. District's Purchase Option**

**5.1** If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the balance of the "Loan Amount" identified in **Attachment 3**, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised ("Option Price"). Said

# ATTACHMENT 1

payment shall be made on or before the date on which the District's lease payment would otherwise be due for that month ("Option Date").

**5.2** District shall provide to Developer a written notice no less than ten (10) days prior to the Option Date. The notice will include that District is exercising its option to purchase the Project as set forth above on the Option Date. If the District exercises this option, the District shall pay directly to Developer the Option Price on or prior to the Option Date and Developer shall at that time deliver to District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate this Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

**5.3** Under no circumstances can the first Option Date be on or before ninety (90) days after Developer completes the Project and the District accepts the Project.

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# ATTACHMENT 1

## ATTACHMENT 1

### GENERAL CONDITIONS COSTS

\$104,681 (Monthly)

Allowable general conditions cost as shown per below table

Project (On Site Jobsite Staff)		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Operations Manager		X		
2	Project Manager		X		
3	Project Superintendent		X		
4	Project Engineer		X		
5	Home Office Engineer		X		
6	Scheduling Engineer		X		
7	Field Engineer		X		
8	Draftsman/Detailer		X		
9	Record Drawings		X		
10	Field Accountant		X		
11	Time Keeper/Checker		X		
12	Secretarial/Clerk Typist		X		
13	Independent Surveyor	X			
14	Safety &. E.E.O. officer		X		
15	Runner/Water Boy		X		
16	Vacation Time/Job Site Staff		X		
17	Sick Leave/Job Site Staff		X		
18	Bonuses/Job Site Staff			X	
19	Quality Control Program		X		
20	Qualified SWPPP Practitioner (QSP)	X			
21	SWPPP Creation, Approval, Notifications	X			

Temporary Utilities		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Telephone Installation		X		
2	Telephone Monthly Charges		X		
3	Elect Power Installation	X			
4	Elect Power Distribution - Wiring/Spider boxes/ Lighting for construction	X			
5	Elect Power Monthly Charges				X
6	Water Service for construction	X			
7	Heating & Cooling Costs for construction	X			
8	Light Bulbs & Misc. Supplies for construction	X			
9	Clean-Up-Periodical	X			
10	Clean-Up-Final	X			
11	Dump Permits and Fees	X			
12	Recycling/Trash Dumpster Removal/Hauling	X			
13	Flagger/Traffic Control	X			
14	Dust Control	X			
15	Temporary Road and Maintenance if	X			
16	Trash Chute & Hopper (if applicable)	X			

# ATTACHMENT 1

Direct Job Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Wages of Construction Labor	X			
2	Labor/Fringe Benefits & Burden	X			
3	Subcontract Costs	X			
4	Material & Equipment/Included		X		
	a. Contractor Owned Equip, trucks		X		
	b. Small Tools - Purchase		X		
	c. Small Tools - Rental		X		
5	Warranty Work & Coordination			X	

Temporary Facilities		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Office Trailers including shared office for IOR & CM (office must include lockable door, conditioned air, 3 desks, 3 chairs, 2 file cabinet, and Business Grade Hardline Internet connection)	X			
2	Storage Trailer & Tool Shed Rental	X			
3	Office Furniture/Equip/computers	X			
4	Xerox Copies/Misc Printing	X			
5	Postage/UPS/FedEx	X			
6	Project Photographs	X			
7	Temporary Toilets	X			
8	Project Sign	X			
9	Temporary Fencing/Enclosures	X			
10	Covered Walkways if required	X			
11	Barricades	X			
12	Temporary Stairs	X			
13	Opening Protection	X			
14	Safety Railing & Nets	X			
15	Drinking Water/Cooler/Cup		X		
16	Safety/First Aid Supplies		X		
17	Fire Fighting Equipment		X		
18	Security Guards	X			
19	Watchman Service	X			
20	Phone lines, cell phones, WiFi/Hardline Internet		X		
21	Temporary "Swing space" portables to house teachers and students as required for phasing				X
22	Utility connections and civil work needed for temporary "swing space" portables as required for phasing	X			

# ATTACHMENT 1

## ATTACHMENT 2

### GUARANTEED MAXIMUM PRICE

<b>Pre-Construction Fees:</b>	<b>\$ 74,810</b>
<b>Amendment 1 Increment 01 Early Procurement of Long Lead Items:</b>	<b>\$ 76,836</b>
<b>Amendment 2 Increment 01 Early Procurement of Long Lead Items:</b>	<b>\$535,166</b>
<b>Total Adjusted GMP:</b>	<b>\$686,812</b>

**See the following page for supporting documents.**



BUILDING SYNERGY

## SCUSD Chavez-Kemble ES

Balfour Beatty – Clark/Sullivan a Joint Venture  
 Precon Amendment - INC 01 Early Procurement  
 Project Location: 7495 29th Street Sacramento, CA 95822  
 Based on INC 01 DSA Approval Set  
 Date: 04/14/23

Bid Package Name	Vendor	Bid Amounts
09.60 Flooring	Hoem & Associates	\$108,119
13.34 Portable Foundation Systems	Montgomery Structural Lifters, Inc.	\$176,015
33.00 Site Utilities	Waller, Inc.	\$226,118
<b>Total</b>		<b>\$510,252</b>

Number	Description	Amount
<b>Insurance &amp; Bonds</b>		<b>\$10,168</b>
	General Liability Insurance @ 1.1%	\$5,887
	Payment and Performance Bonds @ .8%	\$4,281
<b>Fees</b>		<b>\$14,746</b>
	Fee @ 2.89%	\$14,746
<b>Total</b>		<b>\$535,166</b>

<b>INC 01 Precon Amendment - Grand Total</b>	<b>\$535,166</b>
--	------------------

**SCUSD Chavez-Kemble ES  
Flooring - Material Procurement**

**Scope Summary** **Hoem & Associates, Inc.**

	<b>Contact Phone Number</b>		Adam Zurr 650-871-5194
<b>BREAKOUT COST FROM INC 01 GMP</b>	<b>Quantity</b>	<b>U/M</b>	108,119
CPT / VSF Material			INCLUDED
Submittals			INCLUDED
Freight			INCLUDED
Tax			INCLUDED
Mark Ups			INCLUDED

**TOTALS** **\$ 108,119.00**

---

**RECOMMENDED SUPPLIER:** **AMOUNT**  
 Hoem & Associates, Inc. **\$ 108,119.00**



951 Linden Avenue  
 South San Francisco, CA 94080-1753  
 Phone [650] 871.5194 Fax [650] 875.1048

**PROPOSAL**  
 starnet  
 worldwide  
 COMMERCIAL FLOORING CONTRACTOR  
 member

Proposal Number  

Date: 4/12/23

**SUBMITTED TO:**  
 Balfour Beatty  
 Bid Due: 3.16.2023  
 Joe Hucik

SCUSD Chavez-Kemble Portable Classrooms  
 7495 29th St.  
 Sacramento, CA

PROPOSAL VALID FOR 30 DAYS FROM THIS DATE

Attn: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Addenda:**

Furnish and Install per plans and Specs: \_\_\_\_\_ Date of Plans: **2.27.2023**

Code	Product	QTY	Unit	Sell	Total
CPT-1	Milliken "Journal Line By Line" glue down w/ PVC WellBac Comfort Cushion 19.7" x 19.7"	2012	SY	43.02	86,557.00
VSF	Basis-of-Design: Forbo Marmoleum Concrete Color TBD (\$30/SY Material Allowance)	124	SY	72.95	9,046.00
RB-1	TBD - Johnsonite/Tarkett Coved 4" Rubber Wall Base Roll	3240	LF	3.14	10,174.00
Transition	TBD Transition Strip CPT to LSF	272	LF	9.64	2,623.00
	Moisture Test	1	EA	881.81	882.00
	Floor Prep Allowance (24 Hrs + Materials)	1	EA	3,981.62	3,982.00
	Cartage & Clean-Up	1	EA	1,763.62	1,764.00
	CA Carpet Stewardship Assessment	2012	SY	0.50	1,006.00
	Assumes standard color combinations for Journal CPT line; IF CUSTOM, upcharge will occur for material				
	Exclude Abnormal Floor Prep - Grinding, Leveling, Sanding, Scraping; Excludes any underlayment				
	Demo By Others Including Old Adhesive; Excludes Subfloor Repairs				
	Exclude Preformed Corners				
	Excludes OT or Schedule expediting; Excludes Janitorial				
	Door Sattle Threshold at Classroom Entrances By Others				
	<b>Alternate: Add CPT in Classrooms 36,37,41 &amp; 42</b>				<b>ADD 20,314.00</b>
	Add - Carpet Tiles in Classrooms 36, 37, 41 and 42				
	Add - Rubber Base in Classrooms 36, 37, 41 and 42				
	<b>Attick Stock - 10%</b>				<b>ADD 7,288.00</b>
CPT-1	Milliken "Journal Line By Line" glue down w/ PVC WellBac Comfort Cushion 19.7" x 19.7"				
VSF	Basis-of-Design: Forbo Marmoleum Concrete				
	<b>Add- Provide Ram Board (or similar) Protection</b>				<b>ADD 7,543.00</b> 22855 SF
	<b>Add- 1/4" Underlayment Throughout (Recommended for Long Term Use in portables if needed) - Worst Case Scenario</b>				<b>ADD 107,190.00</b> 22855 SF
	<b>Add- Uzin Floor Skimming and Floating (Primer, Prep and Skim Throughout; Risk with use long term for portables) - Worst Case Scenario</b>				<b>ADD 66,051.00</b> 22855 SF
	<b>Add- Schedule Expediting (Running 1 additional crew at night for 1 week total)</b>				<b>ADD 38,364.00</b>
	<b>PAYMENT PERFORMANCE BOND FOR BASE BID @ 1.9%</b>				<b>ADD 2,205</b>
	<b>CPT/ VSF MATERIAL BREAKOUT FOR EARLY RELEASE/SUBMITTALS</b>				<b>108,119</b>
	<i>INCLUDES CPT/VSF LONG LEAD MATERIAL COSTS, FREIGHT, TAX, &amp; MARKUPS</i>				

**Contract Total: \$116,034.00**

**One Hundred Sixteen Thousand Thirty Four Dollars and No Cents**

**Proposal inclusions and exclusions**

\* Proposal includes sales tax, job stocking, 24 hour of floor preparation, regular business hours installation and our 1 year installation warranty.

\* Proposal excludes night and weekend work, moving furniture and fixtures, demolition, vacuuming, washing/waxing, moisture tests, moisture protection, heating/lighting and protective coverings.

\* Additional floor preparation will be billed at \$165.00 per man hour plus materials.

Payment terms:

\* Customer will be responsible for any cost or fees incurred in the collection of any past due invoices, including attorney fees and that past due invoices are subject to a 1.5% per month finance charge.

**ALL QUOTES ARE SUBJECT TO CREDIT APPROVAL**

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above

ACCEPTED BY: \_\_\_\_\_

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

*Adam Zura*

Adam@hoemassociates.com

## Koch, John

---

**From:** Adam Zuur <adam@hoemassociates.com>  
**Sent:** Wednesday, April 12, 2023 12:04 PM  
**To:** Hucik, Joe  
**Cc:** Michael Flores; Koch, John; Machado, Bill  
**Subject:** RE: Hoem & Associates - INC 01 SCUSD Chavez-Kemble  
**Attachments:** BalfourBeatty - Clark Sullivan - SCUSD Chavez Kemble ES - REV2 - 04.12.23.pdf

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

### External Email

Hi Joe,

Thanks again and we look forward to working with your team on this project! Please see attached updated proposal with line item added at the bottom reflecting the material costs breakdown, which also assumes that the additional classroom and the attic stock adds are factored in as well. Please note this breakdown includes material costs for CPT/VSF, samples/submittals cost, freight, taxes, and markups associated. We recommend getting the Milliken CPT on order sooner than later just given the current lead times (6-8 weeks). Noted on the Ram Board and will assume for now that will not be included.

As for the moisture test, no problem. That's a typical line item we carry and to your point given the subfloor, can be removed from the scope at the cost figure shown (\$882).

Lastly, we do need to finalize the specifications for both the VSF and CPT. The manufacturer and the line for each product type is included in the specs and that's what we priced, however we just need the specific color from the design team to get rolling on submittals. See snapshot below.

CPT-1	Milliken "Journal Line By Line" glue down w/ PVC WellBac Comfort Cushion 19.7" x 19.7"
VSF	Basis-of-Design: Forbo Marmoleum Concrete Color TBD

If you should have any questions, please let me know.

Thanks

Adam Zuur  
Principal  
Hoem & Associates, Inc.  
O: 650-871-5194 ext.127  
C: 415-695-4862  
E: [adam@hoemassociates.com](mailto:adam@hoemassociates.com)



**HOEM & ASSOCIATES, INC.**

---

**From:** Hucik, Joe <JHucik@Balfourbeattyus.com>  
**Sent:** Wednesday, April 12, 2023 11:01 AM  
**To:** Adam Zuur <adam@hoemassociates.com>  
**Cc:** Hucik, Joe <JHucik@Balfourbeattyus.com>; Michael Flores <mflores@clarksullivan.com>; Koch, John <jkoch@Balfourbeattyus.com>; Machado, Bill <bmachado@Balfourbeattyus.com>  
**Subject:** Hoem & Associates - INC 01 SCUSD Chavez-Kemble

Adam,

It was nice speaking with you yesterday. Per our conversation, we have presented our INC 01 GMP listing your firm for award for the 09.60: Flooring scope of work. We are making minor revisions to the INC 01 GMP where the District will formally issue for approval on the 5/18/23 Board Agenda, some of which are pending a response to below questions/comments regarding your bid proposal. Upon approval, we will be in a position to fully execute your subcontract agreement beginning as early as 5/19/23 or whenever formal approval by the District is formally issued. The District elected for (N) Carpet and Base at CR 41, 42, 36, & 37 per 1/AS403. We would not be using Ram Board for protection per the District's request.

With INC 01 construction beginning the week of 6/19/23, we have the ability to amend our Precon Agreement for long lead materials and equipment at the 5/4/23 Board Meeting. Please advise if Hoem & Associates would need to purchase any new materials earlier than 5/19/23 in order to satisfy the Bid Schedule for INC 01, please factor in the time for submittal creation and approval prior to materials being released in any scenario. If there are items your firm will need to purchase early in order to satisfy the INC 01 schedule, please provide the break out cost for early procurement, submittals, early prefabrication, etc. by 4/13/23 at 10am. We will then compile and issue to client on 4/14/23 for inclusion on the 5/4/23 Board Agenda.

Additionally, the District had the below questions/comments as it relates to your proposal. Please reply at your earliest convenience:

- Is moisture testing required for your scope of work since the flooring is not being installed on a concrete slab but rather a raised foundation portable? If not let me know what cost would need to be deducted from our Base Bid Proposal.

Thanks,

### **Joe Hucik, Assoc. DBIA**

Senior Project Manager | Balfour Beatty

O: (916) 760-0805 | C: (916) 220-9391

E: jhucik@balfourbeattyus.com | www.balfourbeattyus.com

## **Balfour Beatty**

SACRAMENTO BUSINESS JOURNAL



### **2022 BEST PLACES TO WORK**

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Bid Normalization Form

**SCUSD Chavez-Kemble ES**


**Portable Foundation Systems - Material Procurement & Prefabrication**

<b>Scope Summary</b>		<b>Montgomery Structural Lifters, Inc.</b>	
	<b>Contact Phone Number</b>		Rio Morales 530-244-6116
<b>BREAKOUT COST FROM INC 01 GMP</b>		<b>Quantity</b>	<b>U/M</b>
Manufacture 674 Minium start, Wood Foundation Pads, Prep Shims			122,740
PT Above Ground PT Wood & Shims			36,000
16GA Nail Plate 7-15, 12-18 16 GA Repair Pad 4.5-7.5			5,400
1" Diameter standard steel Galv Pipe x 12"			9,875
10D, 8D Nails - 15 box			2,000
Submittals			INCLUDED
Freight			INCLUDED
Sales Tax			INCLUDED
Mark Ups			INCLUDED

**TOTALS** **\$ 176,015.00**

---

**RECOMMENDED SUPPLIER:** **AMOUNT**  
**Montgomery Structural Lifters, Inc.** **\$ 176,015.00**

	A	B	C	D	E	F	G	H	I							
1	 <b>MONTGOMERY</b> Structural Lifters	<b>MONTGOMERY STRUCTURAL LIFTERS, INC.</b> 3209 Fitzgerald Rd Rancho Cordova, Ca 95742	<b>Date:</b> <u>5/1/2023</u>													
2			<b>SCHEDULE OF VALUES</b>													
3										<b>Project No:</b> <u>17530000</u>						
4																
5										<b>Project:</b> <u>Cesar Chavez/Edward Kemble Balfour Beatty-Clark/Sullivan</u>						
6	<b>CR No:</b> <u>1</u>															
7																
8																
9																
10	<b>CSI</b>		<b>UM</b>	<b>QTY</b>	<b>Labor</b>	<b>Material</b>	<b>SCHEDULED VALUE</b>									
11	Labor	Manufacture 674 Minium start, Wood Foundation Pads, Prep			\$122,740.00		\$ 122,740.00									
12	Materials	PT Above Ground PT Wood & Shims				\$36,000.00	\$ 36,000.00									
13	Materials	16GA Nail Plate 7-15, 12-18 16 GA Repair Pad 4.5-7.5		500		\$5,400.00	\$ 5,400.00									
14	Materials	1" Diameter standard steel Galv Pipe x 12"		500		\$9,875.00	\$ 9,875.00									
15	Materials	10D, 8D Nails - 15 box				\$2,000.00	\$ 2,000.00									
16							\$ -									
17							\$ -									
18							\$ -									
19							\$ -									
20							\$ -									
21							\$ -									
22							\$ -									
23							\$ -									
24							\$ -									
25							\$ -									
26							\$ -									
27							\$ -									
28							\$ -									
29							\$ -									
30							\$ -									
31							\$ -									
32							\$ -									
33							\$ -									
34							\$ -									
35							\$ -									
36							\$ -									
37	<b>Total</b>					\$ 122,740.00	\$ 53,275.00	\$ 176,015.00								

## Hucik, Joe

---

**From:** Hucik, Joe  
**Sent:** Wednesday, April 12, 2023 1:54 PM  
**To:** Rio@montgomery-lifters.com  
**Cc:** Michael Flores; Koch, John; Machado, Bill  
**Subject:** RE: Montgomery Movers - INC 01 SCUSD Chavez-Kemble

Corrected company name below, thanks

### Joe Hucik, Assoc. DBIA

Senior Project Manager | Balfour Beatty  
O: (916) 760-0805 | C: (916) 220-9391  
E: jhucik@balfourbeattyus.com | www.balfourbeattyus.com

### Balfour Beatty

SACRAMENTO BUSINESS JOURNAL



### 2022 BEST PLACES TO WORK

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**From:** Hucik, Joe  
**Sent:** Wednesday, April 12, 2023 1:50 PM  
**To:** Rio@montgomery-lifters.com  
**Cc:** Hucik, Joe <JHucik@Balfourbeattyus.com>; Michael Flores <mflores@clarksullivan.com>; Koch, John <jkoch@Balfourbeattyus.com>; Machado, Bill <bmachado@Balfourbeattyus.com>  
**Subject:** Montgomery Movers - INC 01 SCUSD Chavez-Kemble

Rio,

It was nice speaking with you yesterday. Per our conversation, we have presented our INC 01 GMP listing your firm for award for the 13.34 Portable Relocation scope of work. We are making minor revisions to the INC 01 GMP where the District will formally issue for approval on the 5/18/23 Board Agenda. Upon approval, we will be in a position to fully execute your subcontract agreement beginning as early as 5/19/23 or whenever formal approval by the District is formally issued.

With INC 01 construction beginning the week of 6/19/23, we have the ability to amend our Precon Agreement for long lead materials and equipment at the 5/4/23 Board Meeting. Please advise if Montgomery Movers would need to purchase any new materials earlier than 5/19/23 in order to satisfy the Bid Schedule for INC 01, please factor in the time for submittal creation and approval prior to materials being released in any scenario. If there are items your firm will need to purchase early in order to satisfy the INC 01 schedule, please provide the break out cost for early procurement, submittals, early prefabrication, etc. by 4/13/23 at 10am. We will then compile and issue to client on 4/14/23 for inclusion on the 5/4/23 Board Agenda.

Thanks,

### Joe Hucik, Assoc. DBIA

Senior Project Manager | Balfour Beatty  
O: (916) 760-0805 | C: (916) 220-9391

## Koch, John

---

**From:** Hucik, Joe  
**Sent:** Friday, April 14, 2023 11:33 AM  
**To:** Koch, John  
**Subject:** FW: Schedule of Values- Sac City Unified - Kemble/Chavez - Relocated Portables  
**Attachments:** Schedule of Values -Cesar Chavez Edward Kemble- Balfour Beatty & Clark Sullivan.xls

### Joe Hucik, Assoc. DBIA

Senior Project Manager | Balfour Beatty  
O: (916) 760-0805 | C: (916) 220-9391  
E: [jhucik@balfourbeattyus.com](mailto:jhucik@balfourbeattyus.com) | [www.balfourbeattyus.com](http://www.balfourbeattyus.com)

### Balfour Beatty

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### 2022 BEST PLACES TO WORK

---

**From:** Dana Morales <[dana@montgomery-lifters.com](mailto:dana@montgomery-lifters.com)>  
**Sent:** Thursday, April 13, 2023 7:59 AM  
**To:** Hucik, Joe <[JHucik@Balfourbeattyus.com](mailto:JHucik@Balfourbeattyus.com)>; Rio Morales <[rio@montgomery-lifters.com](mailto:rio@montgomery-lifters.com)>; Machado, Bill <[bmachado@Balfourbeattyus.com](mailto:bmachado@Balfourbeattyus.com)>  
**Subject:** RE: Schedule of Values- Sac City Unified - Kemble/Chavez - Relocated Portables

Attached is the schedule of values for May 2023

Project:  
SCUSD  
Kemble/Chavez

*Dana Morales*

[dana@montgomery-lifters.com](mailto:dana@montgomery-lifters.com)



**Structural & Foundation Evaluation \* Structure Lifting \* Structure Relocation \* Structural Engineering  
\* Foundation Repairs \* Demolition \* Concrete Cutting \* Helical Pile Installation**

**Office: 916-858-8339 | Fax: 916-737-5646 | Montgomery Structural Lifters, Inc. 3209 Fitzgerald Rd., Rancho Cordova CA 95742**

**License# 1064674, DIR# 1000577957**

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**SCUSD Chavez-Kemble ES  
Site Utilities - Material Procurement**

Scope Summary		Waller, Inc.
	<b>Contact Phone Number</b>	Mike Waller 925-634-3663
<b>BREAKOUT COST FROM INC 01 GMP</b>	<b>Quantity</b>	<b>U/M</b>
<b><u>SEWER</u></b>		
PIPE & FITTINGS		22,176
PRE-CAST CONCRETE		4,021
<b><u>STORM DRAIN</u></b>		
PIPE & FITTINGS		17,516
PRE-CAST CONCRETE		12,891
<b><u>DOMESTIC WATER</u></b>		
PIPE & FITTINGS		51,043
<b><u>FIRE WATER</u></b>		
PIPE & FITTINGS		115,471
Submittals		3,000
Freight		INCLUDED
Sales Tax		INCLUDED
Mark Ups		INCLUDED
Sales Tax		INCLUDED

**TOTALS** **\$ 226,118.00**

---

**RECOMMENDED SUPPLIER:** **AMOUNT**  
**Waller, Inc.** **\$ 226,118.00**



## Koch, John

---

**From:** Michael Waller <mike.wallerinc@comcast.net>  
**Sent:** Thursday, April 13, 2023 10:03 AM  
**To:** Hucik, Joe; bo.wallerinc@comcast.net; 'Keith Baldwin'  
**Cc:** 'Michael Flores'; Koch, John; Machado, Bill  
**Subject:** RE: Waller - INC 01 SCUSD Chavez-Kemble  
**Attachments:** Waller Inc\_Material Costs\_Early Procurement Items.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged  
**Expires:** Friday, April 12, 2024 12:00 AM

### External Email

Joe,

Attached are the Material & Submittal Costs for the Early Procurement Materials for our scope of work. Please let me know if you have any questions.

Thank you for the opportunity to work with you on this project.

Sincerely,

Michael Waller

### **Waller, Inc.**

2229 Trinity Drive  
Brentwood, CA 94513  
O: 925-634-3663; F: 925-634-3684; C: 925-382-9762



---

**From:** Hucik, Joe [mailto:JHucik@Balfourbeattyus.com]  
**Sent:** Wednesday, April 12, 2023 1:47 PM  
**To:** Mike Waller <mike.wallerinc@comcast.net>; bo.wallerinc@comcast.net; Keith Baldwin <keith.wallerinc@outlook.com>  
**Cc:** Hucik, Joe <JHucik@Balfourbeattyus.com>; Michael Flores <mflores@clarksullivan.com>; Koch, John <jkoch@Balfourbeattyus.com>; Machado, Bill <bmachado@Balfourbeattyus.com>  
**Subject:** Waller - INC 01 SCUSD Chavez-Kemble

Mike,

It was nice speaking with you yesterday. Per our conversation, we have presented our INC 01 GMP listing your firm for award for the 33.00: Site Utilities scope of work. We are making minor revisions to the INC 01 GMP where the District will formally issue for approval on the 5/18/23 Board Agenda. Upon approval, we will be in a position to fully execute your subcontract agreement beginning as early as 5/19/23 or whenever formal approval by the District is formally issued. We will also be including the sewer tie in / hook ups to the trailers to your subcontract.

With INC 01 construction beginning the week of 6/19/23, we have the ability to amend our Precon Agreement for long lead materials and equipment at the 5/4/23 Board Meeting. Please advise if Waller would need to purchase any new materials earlier than 5/19/23 in order to satisfy the Bid Schedule for INC 01, please factor in the time for submittal creation and approval prior to materials being released in any scenario. If there are items your firm will need to purchase early in order to satisfy the INC 01 schedule, please provide the break out cost for early procurement, submittals, early prefabrication, etc. by 4/13/23 at 10am. We will then compile and issue to client on 4/14/23 for inclusion on the 5/4/23 Board Agenda.

Thanks,

**Joe Hucik, Assoc. DBIA**

Senior Project Manager | Balfour Beatty

O: (916) 760-0805 | C: (916) 220-9391

E: [jhucik@balfourbeattyus.com](mailto:jhucik@balfourbeattyus.com) | [www.balfourbeattyus.com](http://www.balfourbeattyus.com)

**Balfour Beatty**

SACRAMENTO BUSINESS JOURNAL



**2022 BEST PLACES TO WORK**

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# ATTACHMENT 1

## ATTACHMENT 3

### SCHEDULE OF LEASE PAYMENTS

#### Amortization Schedule

Loan Amount: \$  
Interest: 4.25% Annual  
Term in Months 12.00  
Payment Frequency Monthly

	<u>Payment</u>	<u>Monthly Payment</u>	<u>Principal Payment</u>	<u>Interest Payment</u>	<u>Balance</u>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
<b>Totals</b>					



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1b

**Meeting Date:** May 4, 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 May 4, 2023
2. Classified Personnel Transactions Dated May 4, 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 5/4/2023**

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
<b>LEAVES</b>							
AVELAR	ANGELA	A	Counselor, High School	JOHN F. KENNEDY HIGH SCHOOL	4/13/2023	6/30/2023	LOA (PD) 4/13-6/30/23
EARHART RAMOS	ANGELA CRYSTAL	0	Teacher, Spec Ed	ROSEMONT HIGH SCHOOL	2/23/2023	3/31/2023	LOA (PD) FMLA/CFRA 2/23-3/31/23
EARHART RAMOS	ANGELA CRYSTAL	0	Teacher, Spec Ed	ROSEMONT HIGH SCHOOL	4/1/2023	4/18/2023	EXT LOA (PD) FMLA/CFRA 4/1-4/18/23
EARHART RAMOS	ANGELA CRYSTAL	0	Teacher, Spec Ed	ROSEMONT HIGH SCHOOL	4/19/2023	6/30/2023	RNT LOA RTN (PD) FMLA/CFRA 4/19/23
EIFLER	MARY	B	Teacher, Elementary Spec Subj	SEQUOIA ELEMENTARY SCHOOL	4/4/2023	6/30/2023	RNT LOA 4/4/23
ELLEFSEN	MICHELE	A	Teacher, Elementary	ABRAHAM LINCOLN ELEMENTARY	4/4/2023	5/5/2023	EXT LOA (PD) FMLA/CFRA 4/4-5/5/23
JARQUIN	AMALIA	B	Teacher, Elementary	EDWARD KEMBLE ELEMENTARY	4/8/2023	4/24/2023	EXT LOA (PD) FMLA/CFRA 4/8-24/23
JARQUIN	AMALIA	B	Teacher, Elementary	EDWARD KEMBLE ELEMENTARY	4/25/2023	5/16/2023	LOA (PD) 4/25-5/16/23
JENKS	DANA	A	Teacher, High School	GEO WASHINGTON CARVER	3/14/2023	3/26/2023	AMEND LOA (UNPD) FMLA/CFRA 3/14-3/26/23
JENKS	DANA	A	Teacher, High School	GEO WASHINGTON CARVER	3/27/2023	6/30/2023	LOA (UNPD) 3/27-6/30/23
LAREN	ELIZABETH	A	Teacher, High School	ROSEMONT HIGH SCHOOL	4/19/2023	6/30/2023	ADMIN LOA (PD) 4/19/23
MARTINEZ	KELLY	A	Teacher, High School	ROSEMONT HIGH SCHOOL	4/1/2023	4/16/2023	EXT LOA (PD) 4/1-4/16/23
MARTINEZ	KELLY	A	Teacher, High School	ROSEMONT HIGH SCHOOL	4/17/2023	6/30/2023	RNT LOA (PD) 4/17/23
NAM	JEFFREY	0	Teacher, Middle School	SAM BRANNAN MIDDLE SCHOOL	4/20/2023	6/30/2023	ADMIN LOA (PD) 4/20/23
NOGUCHI	MARISA	A	Teacher, Middle School	SUTTER MIDDLE SCHOOL	5/20/2023	6/15/2023	LOA (PD) FMLA/CFRA 5/20-6/15/23
PEREZ	NATALI	C	School Social Worker	STUDENT SUPPORT&HEALTH SRVCS	5/11/2023	6/30/2023	LOA (PD) 5/11-6/30/23
QUADRO	KAYLA	A	Teacher, K-8	JOHN H. STILL - K-8	5/25/2023	6/30/2023	LOA (UNPD) 5/25-6/30/23
RAMIREZ	ANAISSA	A	Teacher, Elementary	ETHEL I. BAKER ELEMENTARY	4/17/2023	6/30/2023	LOA (PD) 4/17-6/30/23
ROBERTS	STEVEN	A	Teacher, Elementary	WOODBINE ELEMENTARY SCHOOL	5/1/2023	6/30/2023	RTN LOA 5/1/23
RODRIGUEZ	LINDSEY	A	Teacher, Elementary	FATHER K.B. KENNY - K-8	4/1/2023	5/8/2023	EXT LOA (PD) FMLA/CFRA 4/1-5/8/23
ROSENHEIM	LAURA	A	Teacher, Elementary	THEODORE JUDAH ELEMENTARY	3/13/2023	6/9/2023	LOA (PD) FMLA/CFRA 3/13-6/9/23
SANCHEZ	YESENIA	A	Teacher, Elementary	FATHER K.B. KENNY - K-8	4/17/2023	6/14/2023	LOA (PD) FMLA/CFRA 4/17-6/14/23
SCHMITT	FRANCOISE	A	Teacher, Elementary	PHOEBE A HEARST BASIC ELEM.	4/24/2023	6/30/2023	LOA RTN 4/24/23
TSAN	PHUONG	A	Teacher, Middle School	FERN BACON MIDDLE SCHOOL	4/10/2023	4/21/2023	LOA (PD) FMLA/CFRA 4/10-4/21/23
VANG	BAO	A	Teacher, Elementary	ELDER CREEK ELEMENTARY SCHOOL	4/17/2023	6/11/2023	LOA (PD) FMLA/CFRA 4/17-6/11/23
VAUGHN-WAGGONER	COLLEEN	A	Teacher, Middle School	KIT CARSON INTL ACADEMY	4/20/2023	6/30/2023	ADMIN LOA (PD) 4/20/23
WESTFALL	AMY	0	Teacher, Resource, Special Ed.	WILL C. WOOD MIDDLE SCHOOL	4/18/2023	6/30/2023	ADMIN LOA (UNPD) 4/18/23
WILSON	MARIA-NGA	A	Teacher, Elementary	ETHEL I. BAKER ELEMENTARY	4/1/2023	6/30/2023	RTN LOA 4/1/23
<b>SEPARATE / RESIGN / RETIRE</b>							
DROTTS	DAVID	A	Counselor, High School	JOHN F. KENNEDY HIGH SCHOOL	7/1/2022	6/20/2023	SEP/RETIRE 6/20/23
FELIZ-SMITH	VICKI	A	Teacher, High School	JOHN F. KENNEDY HIGH SCHOOL	7/1/2022	6/16/2023	SEP/RETIRE 6/16/23
JALEANE	ANYA	B	Inst Aid, Spec Ed	LUTHER BURBANK HIGH SCHOOL	7/1/2022	4/14/2023	SEP/RESIGN 4/14/23
ZAREMBA	MELISSA	0	Teacher, High School	ROSEMONT HIGH SCHOOL	1/30/2023	6/16/2023	SEP/RESIGN 6/16/23



**Attachment 2: CLASSIFIED 5/4/2023**

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
<b>EMPLOY/ REEMPLOY</b>							
AMIRZOY	ABDUL	B	Teacher Assistant, Bilingual	C. K. McCLATCHY HIGH SCHOOL	4/24/2023	6/30/2023	EMPLOY PROB 4/24/23
BRADY	RENEE	B	Noon Duty	ALICE BIRNEY WALDORF - K-8	4/21/2023	6/30/2023	EMPLOY PROB 4/21/23
CRUZ-ROLISON	DEAVENNIE LEA	B	Inst Aid, Spec Ed	C. K. McCLATCHY HIGH SCHOOL	4/17/2023	6/30/2023	EMPLOY PROB 4/17/23
ESHRA	MUJIBULLAH	B	Teacher Assistant, Bilingual	C. K. McCLATCHY HIGH SCHOOL	4/17/2023	6/30/2023	EMPLOY PROB 4/17/23
GOMEZ	EVA	B	School Office Manager I	ETHEL I. BAKER ELEMENTARY	4/10/2023	6/30/2023	EMPLOY PROB 4/10/23
HUNT	DELVONTAE	B	Campus Monitor	HIRAM W. JOHNSON HIGH SCHOOL	4/10/2023	6/30/2023	EMPLOY PROB 4/10/23
JACKSON	LASHAYA	B	Noon Duty	JOHN H. STILL - K-8	4/17/2023	6/30/2023	EMPLOY PROB 4/17/23
JAGHORY	CYDNEY	B	Instructional Aide	A. M. WINN - K-8	4/10/2023	6/30/2023	EMPLOY PROB 4/10/23
LOVELADY-TEASLEY	ALICIA	B	Instructional Aide	ALICE BIRNEY WALDORF - K-8	4/24/2023	6/30/2023	EMPLOY PROB 4/24/23
RUIZ	JOHN	B	Custodian	ALICE BIRNEY WALDORF - K-8	4/10/2023	6/30/2023	EMPLOY PROB 4/10/23
VANG-NEWSON	MICHELLE	B	Youth/Family Mntl Hlth Adv	STUDENT SUPPORT&HEALTH SRVCS	5/1/2023	6/30/2023	EMPLOY PROB 1 5/1/23
WANGBERG	BENJAMIN	B	Mngr II, Facilities Planning	FACILITIES SUPPORT SERVICES	4/10/2023	6/30/2023	EMPLOY PROB 4/10/23
<b>LEAVES</b>							
ARROYO	VICTORIA	A	Bus Driver	TRANSPORTATION SERVICES	4/14/2023	5/12/2023	LOA (PD) FMLA/CFRA 4/14/23-5/12/23
BROWN	KAREN	B	Bus Driver	TRANSPORTATION SERVICES	3/21/2023	4/11/2023	AMEND LOA (UNPD) 3/21/23-4/11/23
CASTILLO	BENJAMIN	A	Facilities Maint Laborer I	FACILITIES MAINTENANCE	4/18/2023	6/30/2023	ADMIN LOA (PD) 4/18/23
CONN	RICHARD	A	Spec II District Facilities Op	BUILDINGS & GROUNDS/OPERATIONS	4/15/2023	6/30/2023	LOA (PD) 4/15/23-6/30/23
CREER JACKSON	PARIS	A	IEP Desig Inst Para-Sp Ed	SPECIAL EDUCATION DEPARTMENT	4/1/2023	5/14/2023	LOA (UNPD) 4/1/23-5/14/23
DUNGCA	KIRA	A	Inst Aid, Spec Ed	DAVID LUBIN ELEMENTARY SCHOOL	3/11/2023	5/12/2023	LOA (PD) FMLA/CFRA 3/11-5/12/23
DUNGCA	KIRA	A	Inst Aid, Spec Ed	DAVID LUBIN ELEMENTARY SCHOOL	1/23/2023	3/10/2023	ADMND LOA (PD) 1/23-3/10/23
ESTRADA	RAFAEL	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	2/27/2023	2/28/2023	LOA (PD) 2/27/23-5/31/23
GRADY	PAMELA	A	Office Tchncn III	SUTTER MIDDLE SCHOOL	4/6/2023	6/30/2023	LOA (PD) 4/6-6/30/23
HICKMAN	RICHARD	A	Custodian	H.W. HARKNESS ELEMENTARY	3/24/2023	6/23/2023	LOA (PD) FMLA/CFRA 3/24-6/23/23
IMHOF	KAREN	A	Inst Aid, Spec Ed	WASHINGTON ELEMENTARY SCHOOL	4/6/2023	5/11/2023	LOA (PD) FMLA/CFRA 4/6-5/11/23
KHAO ON	SOMKIT	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	4/11/2023	6/30/2023	LOA (PD) 4/11/23-5/8/23
KING	ANTHONY	B	Engineer	FACILITIES MAINTENANCE	2/28/2023	4/28/2023	LOA (PD) FMLA/CFRA 2/27/23-4/28/23
KING	ANTHONY	B	Engineer	FACILITIES MAINTENANCE	4/29/2023	6/30/2023	LOA RTN 4/29/23
LAUT	KELLY	A	Inst Aid, Spec Ed	WASHINGTON ELEMENTARY SCHOOL	3/28/2023	6/15/2023	LOA (UNPD) 3/28-6/15/23
LEARY	NICOLE	B	Instructional Aide	THEODORE JUDAH ELEMENTARY	4/1/2023	5/13/2023	EXT LOA (PD) 4/1-5/13/23
LIGGINS	ESTHER	A	Inst Aid, Spec Ed	LEATAATA FLOYD ELEMENTARY	3/27/2023	4/2/2023	EXT LOA (PD) 3/27-4/2/23
MORRIS	MARYBETH	A	IEP Desig Inst Para-Sp Ed	TAHOE ELEMENTARY SCHOOL	4/14/2023	6/30/2023	LOA (UNPD) 4/14-6/30/23
RASHADA	BRAJONA	B	Foster Youth Srvs Prog Assct	FOSTER YOUTH SERVICES PROGRAM	3/25/2023	5/7/2023	LOA (PD) 3/25-5/7/23
REYES JR	MARIO	A	School Plant Ops Mngr I	O. W. ERLEWINE ELEMENTARY	3/27/2023	5/3/2023	LOA (PD) FMLA/CFRA 3/27-5/3/23
RODRIGUEZ	SONIA	B	Inst Aid, Spec Ed	SEQUOIA ELEMENTARY SCHOOL	3/31/2023	6/30/2023	LOA (UNPD) 3/31-6/30/23
TORRES GARCIA	SANDRA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	4/16/2023	6/16/2023	LOA (UNPD) 4/16-6/16/23
VANG	KIA	B	Inst Aid, Spec Ed	MATSUYAMA ELEMENTARY SCHOOL	4/12/2023	6/30/2023	LOA RTN 4/12/23
WITTING	LINDA	A	Bus Driver	TRANSPORTATION SERVICES	3/24/2023	5/19/2023	LOA (PD) 3/24-5/19/23
<b>RE-ASSIGN/STATUS CHANGE</b>							
ARROYO-CARRILLO	RAYNA	B	Noon Duty	ETHEL PHILLIPS ELEMENTARY	4/1/2023	6/30/2023	STCHG 4/1/23
ASKEW	STEVEN	B	Maint and Grounds Asst Sprvsr	FACILITIES MAINTENANCE	4/24/2023	6/30/2023	REA/STCHG 4/24/23
ESPARZA	SHANNON	B	Lead Payroll Tech	EMPLOYEE COMPENSATION	4/17/2023	6/30/2023	REA/STCHG 4/17/23
GIRA	CYNDI	B	Employment Coach SpEd	SPECIAL EDUCATION DEPARTMENT	4/24/2023	6/30/2023	REA/STCHG 4/24/23
LEWIS JR.	BRIAN	B	Lead Campus Supervisor	SAFE SCHOOLS OFFICE	4/11/2023	4/23/2023	REA/STCHG 4/11/23
MAKIHLE	KIMBERLY	B	Inst Aide Child Dev	EARLY LEARNING & CARE PROGRAMS	4/1/2023	6/30/2023	REA/STCHG 4/1/23
ORIYAVONG	MANIDA	A	School Office Manager I	EARL WARREN ELEMENTARY SCHOOL	3/21/2023	6/30/2023	REA/STCHG 3/21/23
RAMIREZ	STEVEN	B	School Plant Ops Mngr III	HIRAM W. JOHNSON HIGH SCHOOL	4/10/2023	6/30/2023	REA 4/10/23
SCROGGINS	BLANCHE	B	Inst Aide Child Dev	MARTIN L. KING JR ELEMENTARY	1/9/2023	6/30/2023	REA 1/9/23
VILLANUEVA	MARIA	B	FACE Technician	STUDENT SUPPORT&HEALTH SRVCS	5/1/2023	6/30/2023	REA/STCHG 5/1/23
VIRAY	MICHELLE	B	Noon Duty	CALEB GREENWOOD ELEMENTARY	4/1/2023	6/30/2023	STCHG 4/1/23
<b>SEPARATE / RESIGN / RETIRE</b>							
CARDIEL-LARA	ROCIO	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	11/1/2022	5/11/2023	SEP/RESIGN 5/11/23



NameLast -----	NameFirst -----	JobPerm	JobClass -----	PrimeSite -----	BegDate -----	EndDate -----	Comment -----



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1c

**Meeting Date:** May 4, 2023

**Subject:** Approve Albert Einstein field trip to Ashland, OR from May 31- June 2, 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 Albert Einstein field trip to Ashland, OR from May 31- June 2, 2023

**Background/Rationale:** On May 31, 27 students and four teachers will travel via charter bus to Ashland, OR. Students will gain knowledge about theater and play production. Students will view two plays.

**Financial Considerations:** There is no cost to the district. Expenses will be paid by student fundraising.

**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 Albert Einstein Middle School Date 03 / 23 / 23  
 Teacher's Name Sarah Garner Room # 20 Telephone # 916-395-5310  
 Fax # 916-288-5813

Field Trip Destination Ashland, Oregon

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 Interstate 5

Educational nature of field trip/excursion Students will be attending 2 plays and staying in college dorms

Depart Date 5 / 31 / 23 Time 7:15am am/pm Return Date 6 / 2 / 23 Time 4:30 pm am/pm

TRANSPORTATION will be provided by: Walking School Bus - contact Transportation Field Trip Office

X 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 Students/Fundraising Financial Assistance Available?  Yes No

Number of students participating: 27 ~~14~~ 27

Adult Chaperones/Drivers: Use additional forms if more than 4 names DRIVER DRIVER

1) Thomas McKernan  yes  no 2) \_\_\_\_\_ yes no  
 3) \_\_\_\_\_ yes no 4) \_\_\_\_\_ yes no

Teachers and Staff Attending: Use additional forms if more than 4 names

1) Sarah Garner yes  no 2) Anna Ruggiero yes  no  
 3) Marie Rodriguez yes  no 4) Gary Kretzschmar yes  no

Principal Approval [Signature] Date 3/30/23

Risk Management Approval (Unusual Activities) [Signature] Date 4/24/23

Instructional Assistant Superintendent Approval [Signature] Date 4/19/23

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, snorkeling, 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 Albert Einstein Middle School Date 3/21 /2023

Teacher's Name Sarah Garner Room # 20 Telephone # 916-395-5310

Field Trip Destination Ashland, Oregon

Reason for travel Students will attend two plays and learn about theater play production and Shakespeare.

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 *Sarah Garner* 3/31/23  
 Teacher

Approvals:  
*[Signature]* 3.30.2023  
 Principal Date

*[Signature]* 4/24/23  
 Risk Management Dept. Date

*[Signature]* 4/19/23  
 Segment Administrator Date

*[Signature]* 4/26/23  
 Superintendent Date

    /    /      
 Board Approval Date

# TRAVEL REQUEST FORM (ACC-F014)

Sacramento City Unified School District

<b>Request to Attend:</b> <input checked="" type="checkbox"/> Conference/Workshop <input type="checkbox"/> Business Meeting	<b>Purpose for Attending:</b> <input type="checkbox"/> Professional Development <input type="checkbox"/> Continued Education Credits Earned	<b>Instructions:</b> This form must be completed and received in Accounts Payable at least <b>30 days</b> prior to the proposed trip- <b>60 days</b> if out-of-state.  REQ # _____
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School/Department Albert Eisntien Middle School Date March 23, 2023

Date(s) of Event 5/31/23-6/2/23 Location Ashland, Oregon

Event Title (attach brochure) Shakespeare Festival-southern Oregon University, Ashland, Oregon

Purpose\* Students will learn about theater and play production, also attend two plays

\*(what value does this activity give students, attendees, staff, department/site or community?)  
 How does this travel align with the District's strategic plan? College and Career Ready Students

How will this activity/event be used and shared? College and Career Ready Students

Name of Attendee(s) (attach sheet for additional attendees)	Position	Substitute (Y/N)**	No. of Days Required	Budget Code (for substitute)
<u>Sarah Garner</u>	<u>Teacher</u>	<u>Yes</u>	<u>3</u>	<u>01-0805-0-1102-15-1110-1000-000-0410-000</u>
<u>Anna Ruggiero</u>	<u>Teacher</u>	<u>Yes</u>	<u>3</u>	<u>01-0805-0-1102-15-1110-1000-000-0410-000</u>
<u>Gary Kretzschmar</u>	<u>Teacher</u>	<u>Yes</u>	<u>3</u>	<u>01-0805-0-1102-15-1110-1000-000-0410-000</u>
		No		
		No		

**\*\*IF A SUBSTITUTE IS NEEDED, SEND A COPY OF THIS FORM TO PERSONNEL, BOX 770**  Additional Attendees Attached

**Approvals:**

Principal/Department Head Signature & Print Name \_\_\_\_\_ Date 3/31/23

Cabinet Level or Designee Signature \_\_\_\_\_ Date 4/19/23

Chief Business Officer Signature \_\_\_\_\_ Date 4/25/23

Superintendent or Designee Signature \_\_\_\_\_ Date 4/26/23

District cost for all attendees (estimate)

Registration Fee \*\*\* 0.00

Meals included?  B  L  D

Lodging 0

Transportation 0

Meals 0

Other 0

**TOTAL** 0

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# 13.1

**Meeting Date:** May 4, 2023

**Subject:** Business and Financial Information

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

**Division:** Business Services

**Recommendation:** Receive business and financial information.

**Background/Rationale:** Enrollment and Attendance Report for Month 7, Ending Friday, March 24, 2023.

**Financial Considerations:** Reflects standard business information.

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

**Documents Attached:**

- Enrollment and Attendance Report for Month 7, Ending Friday, March 24, 2023

**Estimated Time:** N/A

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

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
ENROLLMENT AND ATTENDANCE REPORT  
MONTH 7, ENDING FRIDAY, MARCH 24, 2023  
TRADITIONAL SCHOOLS

ELEMENTARY TRADITIONAL	GENERAL EDUCATION			Special Education Grades K-6	TOTAL MONTH-END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Kdgn	Grades 1-3	Grades 4-6				2022-2023	PERCENTAGE 2022-2023
						Actual Attendance	Cum Attd Days/127 2022-2023	
A M Winn Elementary K-8 Waldorf	55	125	118	15	313	92.18%	280.56	91.00%
Abraham Lincoln El	73	216	235	2	526	91.01%	480.68	90.67%
Alice Birney Waldorf-Inspired K8	72	144	162	2	380	92.52%	347.47	92.23%
Bret Harte Elementary	23	64	75	35	197	91.30%	176.45	90.04%
Caleb Greenwood	52	218	213	4	487	95.36%	459.46	94.56%
Camellia Basic Elementary	68	136	166	20	390	95.93%	372.91	94.89%
Capital City School	25	99	108	0	232	84.69%	199.51	89.43%
Caroline Wenzel Elementary	23	86	85	21	215	90.14%	194.91	89.46%
Cesar Chavez ES	0	0	351	22	373	93.60%	346.09	92.10%
Crocker/Riverside Elementary	95	280	244	2	621	94.82%	584.65	94.30%
David Lubin Elementary	48	196	185	27	456	93.95%	417.19	92.73%
Earl Warren Elementary	70	165	186	13	434	92.85%	398.09	92.02%
Edward Kemble Elementary	118	375	0	19	512	91.32%	457.00	90.16%
Elder Creek Elementary	84	293	334	7	718	93.98%	654.73	93.12%
Ethel I Baker Elementary	78	274	239	3	594	90.46%	531.72	90.08%
Ethel Phillips Elementary	84	185	174	9	452	90.28%	400.67	89.93%
Father Keith B Kenny K-8 School	24	76	128	28	256	86.70%	220.10	88.22%
Genevieve Didion Elementary	67	204	198	5	474	95.10%	449.85	94.66%
Golden Empire Elementary	56	182	206	16	460	92.87%	426.94	91.78%
H W Harkness Elementary	51	85	120	2	258	91.27%	231.64	90.51%
Hollywood Park Elementary	23	90	98	38	249	89.76%	220.64	89.11%
Home/Hospital	6	23	19	3	51	100.00%	14.82	100.00%
Hubert H. Bancroft Elementary	66	176	156	17	415	91.27%	370.27	91.11%
Isador Cohen Elementary	64	111	111	36	322	91.70%	286.06	90.47%
James W Marshall Elementary	39	130	141	29	339	91.12%	305.89	91.36%
John Bidwell Elementary	48	116	76	12	252	90.77%	227.43	89.47%
John Cabrillo Elementary	36	113	128	47	324	91.08%	281.68	89.80%
John D Sloat Elementary	30	80	79	11	200	91.33%	182.87	89.45%
John H. Still K-8	45	175	233	13	466	90.80%	425.61	89.25%
John Morse Therapeutic Center	0	0	0	10	10	82.32%	8.19	83.39%
Leataata Floyd Elementary	24	110	109	4	247	83.61%	218.43	85.43%
Leonardo da Vinci K - 8 School	112	270	279	23	684	95.87%	646.83	94.68%
Mark Twain Elementary	36	86	97	22	241	92.75%	223.01	90.38%
Martin Luther King Jr Elementary	58	120	92	22	292	91.98%	276.33	90.00%
Matsuyama Elementary	54	189	212	7	462	94.93%	430.21	93.58%
Nicholas Elementary	71	208	235	18	532	88.65%	474.03	88.92%
O W Erlewine Elementary	29	100	113	24	266	90.71%	234.92	89.61%
Oak Ridge Elementary	58	202	196	3	459	89.40%	407.13	89.31%
Pacific Elementary	93	296	303	2	694	91.46%	624.09	90.84%
Parkway Elementary School	77	177	177	30	461	86.60%	395.74	86.40%
Peter Burnett Elementary	41	166	175	23	405	92.66%	368.11	92.06%
Phoebe A Hearst Elementary	92	283	277	1	653	95.79%	619.94	94.73%
Pony Express Elementary	35	134	164	18	351	92.51%	331.38	92.41%
Rosa Parks K-8 School	39	123	139	16	317	89.44%	283.90	89.71%
Sequoia Elementary	52	162	172	28	414	89.83%	370.23	89.23%
Success Academy K-8	0	0	8	0	8	73.21%	2.82	64.23%
Susan B Anthony Elementary	56	130	120	2	308	93.69%	290.78	93.21%
Sutterville Elementary	38	159	184	7	388	94.68%	365.46	93.97%
Tahoe Elementary	73	106	96	35	310	91.39%	277.82	90.11%
Theodore Judah Elementary	87	143	183	19	432	93.66%	400.06	92.78%
Washington Elementary	45	142	118	25	330	89.87%	295.68	89.92%
William Land Elementary	45	139	160	2	346	95.21%	328.32	93.89%
Woodbine Elementary	43	130	94	26	293	87.41%	252.71	87.65%
<b>TOTAL ELEMENTARY SCHOOLS</b>	<b>2,781</b>	<b>7,992</b>	<b>8,271</b>	<b>825</b>	<b>19,869</b>	<b>91.97%</b>	<b>18,071.98</b>	<b>91.35%</b>
	<b>Change from prior month</b>			<b>86</b>	<b>(10)</b>			

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 7, ENDING FRIDAY, MARCH 24, 2023  
 TRADITIONAL SCHOOLS

MIDDLE SCHOOLS	GENERAL EDUCATION			Special Education Grades 7-8	TOTAL MONTH-END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Grade 7	Grade 8	Total Grades 7-8			2022-2023 Actual Attendance	Cum Attd Days/127 2022-2023	PERCENTAGE 2022-2023
A M Winn Elementary K-8 Waldorf	36	28	64	1	65	89.72%	59.30	91.48%
Albert Einstein MS	324	304	628	31	659	90.97%	605.89	90.68%
Alice Birney Waldorf-Inspired K8	58	51	109	0	109	94.42%	101.85	93.14%
California MS	367	393	760	13	773	90.55%	705.05	90.68%
Capital City School	56	61	117	0	117	74.73%	72.13	68.60%
Fern Bacon MS	309	312	621	39	660	90.97%	602.69	90.26%
Genevieve Didion Elementary	58	51	109	1	110	95.14%	104.51	94.99%
Home/Hospital	3	56	59	3	62	100.00%	9.61	100.00%
John H. Still K-8	151	121	272	15	287	91.43%	262.48	92.91%
John Morse Therapeutic Center	0	0	0	16	16	76.73%	12.62	79.62%
Kit Carson IB Academy	148	162	310	18	328	87.43%	294.48	86.85%
Leonardo da Vinci K - 8 School	42	53	95	12	107	94.48%	102.36	92.85%
Martin Luther King Jr Elementary	12	11	23	0	23	92.39%	24.88	92.04%
Rosa Parks K-8 School	203	194	397	20	417	87.76%	372.02	88.48%
Sam Brannan MS	141	153	294	36	330	90.42%	303.33	90.41%
School of Engineering and Science	121	106	227	1	228	94.74%	219.64	93.74%
Success Academy K-8	7	8	15	0	15	76.81%	5.99	78.59%
Sutter MS	521	517	1,038	24	1,062	94.03%	1005.05	93.95%
Will C Wood MS	316	323	639	43	682	89.51%	614.23	90.06%
<b>TOTAL MIDDLE SCHOOLS</b>	<b>2,873</b>	<b>2,904</b>	<b>5,777</b>	<b>273</b>	<b>6,050</b>	<b>90.80%</b>	<b>5,478.12</b>	<b>90.75%</b>
<b>Change from prior month</b>				<b>9</b>	<b>4</b>			

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 7, ENDING FRIDAY, MARCH 24, 2023  
 TRADITIONAL SCHOOLS

HIGH SCHOOLS	GENERAL EDUCATION					Total Grade 9-12	Special Education Grades 9-12	TOTAL MONTH-END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Continuation	Grade 9	Grade 10	Grade 11	Grade 12					2022-2023 Actual Attendance	Cum Attd Days/127 2022-2023
American Legion HS	189	0	0	0	0	189	0	189	67.21%	125.91	69.68%
Arthur A. Benjamin Health Prof	0	31	36	41	43	151	24	175	87.30%	158.78	87.15%
C K McClatchy HS	0	611	613	509	509	2,242	36	2,278	89.46%	2086.83	89.85%
Capital City School	0	50	65	92	93	300	0	300	80.25%	232.89	80.54%
Hiram W Johnson HS	0	398	374	347	281	1,400	128	1,528	87.42%	1380.85	87.25%
Home/Hospital	0	1	3	4	48	56	5	61	100.00%	15.12	100.00%
John F Kennedy HS	0	414	387	469	394	1,664	125	1,789	90.43%	1655.48	90.33%
Kit Carson 7-12	0	50	57	42	20	169	2	171	92.31%	166.51	91.86%
Luther Burbank HS	0	327	386	359	309	1,381	99	1,480	88.51%	1357.18	89.02%
Rosemont HS	0	340	342	330	304	1,316	103	1,419	87.72%	1287.53	88.85%
School of Engineering and Science	0	106	84	61	67	318	1	319	93.90%	303.89	92.90%
West Campus HS	0	218	221	197	188	824	1	825	95.50%	799.90	96.36%
Sacramento Accelerated Academy*	0	2	29	114	312	457	0	457	**N/A	**N/A	**N/A
<b>TOTAL HIGH SCHOOLS</b>	<b>189</b>	<b>2,548</b>	<b>2,597</b>	<b>2,565</b>	<b>2,568</b>	<b>10,467</b>	<b>524</b>	<b>10,991</b>	<b>88.90%</b>	<b>9,570.86</b>	<b>89.30%</b>
						<b>Change from prior month</b>	<b>20</b>	<b>(80)</b>			

\* Change in internal process required separate row for Sacramento Accelerated Academy instead of dual enrollment at home high school sites.

\*\* Sacramento Accelerated Academy attendance data only available during state reporting periods.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 7, ENDING FRIDAY, MARCH 24, 2023  
 TRADITIONAL SCHOOLS

DISTRICT TOTALS	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
		2022-2023 Actual Attendance	Cum Attd Days/127	PERCENTAGE 2022-2023
			2022-2023	
ELEMENTARY	19,869	91.97%	18,057	91.35%
MIDDLE	6,050	90.80%	5,469	90.75%
HIGH SCHOOL	10,991	88.90%	9,556	89.30%
<b>TOTAL ALL DISTRICT SEGMENTS</b>	<b>36,910</b>	<b>90.89%</b>	<b>33,081</b>	<b>90.64%</b>

<b>Total Non-Public Schools as of 04/19/2023</b>	<b>260</b>
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<b>Non-Public change from prior month</b>	<b>3</b>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 7, ENDING FRIDAY, MARCH 24, 2023  
 TRADITIONAL SCHOOLS

ADULT EDUCATION	ENROLLMENT	HOURS EARNED			2022-2023 CUMULATIVE ADA		
		CONCURRENT	OTHER	TOTAL	CONCURRENT	OTHER	TOTAL
A. Warren McClaskey Adult Center	228		10,524.75	10,524.75	0	107.68	107.68
Charles A. Jones Career & Education Center	332		16,504.87	16,504.87	0	194.54	194.54
<b>TOTAL ADULT EDUCATION</b>	<b>560</b>	<b>0</b>	<b>27,029.62</b>	<b>27,029.62</b>	<b>0</b>	<b>302.22</b>	<b>302.22</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 7, ENDING FRIDAY, MARCH 24, 2023  
 GRADE BY GRADE ENROLLMENT

ELEMENTARY SCHOOLS	GENERAL EDUCATION ENROLLMENT							TOTAL GENERAL
	Kdgn	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	
A M Winn Elementary K-8 Waldorf	55	40	40	45	33	47	38	298
Abraham Lincoln El	73	77	65	74	76	88	71	524
Alice Birney Waldorf-Inspired K8	72	48	48	48	60	53	49	378
Bret Harte Elementary	23	33	22	9	26	26	23	162
Caleb Greenwood	52	83	64	71	79	69	65	483
Camellia Basic Elementary	68	46	47	43	55	58	53	370
Capital City School	25	23	38	38	30	43	35	232
Caroline Wenzel Elementary	23	25	30	31	27	20	38	194
Cesar Chavez ES	0	0	0	0	108	113	130	351
Crocker/Riverside Elementary	95	94	91	95	79	86	79	619
David Lubin Elementary	48	69	69	58	58	62	65	429
Earl Warren Elementary	70	48	58	59	66	55	65	421
Edward Kemble Elementary	118	127	119	129	0	0	0	493
Elder Creek Elementary	84	91	100	102	115	109	110	711
Ethel I Baker Elementary	78	92	88	94	79	82	78	591
Ethel Phillips Elementary	84	54	63	68	60	52	62	443
Father Keith B Kenny K-8 School	24	22	24	30	47	32	49	228
Genevieve Didion Elementary	67	65	70	69	65	66	67	469
Golden Empire Elementary	56	58	64	60	72	59	75	444
H W Harkness Elementary	51	22	28	35	43	44	33	256
Hollywood Park Elementary	23	39	24	27	32	39	27	211
Home/Hospital	6	5	7	11	5	3	11	48
Hubert H. Bancroft Elementary	66	71	49	56	48	42	66	398
Isador Cohen Elementary	64	44	42	25	40	39	32	286
James W Marshall Elementary	39	40	46	44	54	41	46	310
John Bidwell Elementary	48	35	45	36	23	27	26	240
John Cabrillo Elementary	36	34	33	46	36	38	54	277
John D Sloat Elementary	30	20	23	37	25	30	24	189
John H. Still K-8	45	57	56	62	76	64	93	453
John Morse Therapeutic Center	0	0	0	0	0	0	0	0
Leataata Floyd Elementary	24	41	35	34	30	39	40	243
Leonardo da Vinci K - 8 School	112	85	95	90	93	94	92	661
Mark Twain Elementary	36	23	31	32	31	33	33	219
Martin Luther King Jr Elementary	58	38	35	47	24	25	43	270
Matsuyama Elementary	54	64	54	71	66	82	64	455
Nicholas Elementary	71	70	68	70	84	74	77	514
O W Erlewine Elementary	29	32	39	29	38	44	31	242
Oak Ridge Elementary	58	69	63	70	64	56	76	456
Pacific Elementary	93	97	93	106	91	115	97	692
Parkway Elementary School	77	57	52	68	66	52	59	431
Peter Burnett Elementary	41	48	60	58	52	63	60	382
Phoebe A Hearst Elementary	92	94	94	95	93	91	93	652
Pony Express Elementary	35	45	43	46	55	61	48	333
Rosa Parks K-8 School	39	41	47	35	39	50	50	301
Sequoia Elementary	52	57	58	47	55	53	64	386
Success Academy K-8	0	0	0	0	1	2	5	8
Susan B Anthony Elementary	56	51	42	37	44	42	34	306
Sutterville Elementary	38	47	53	59	63	64	57	381
Tahoe Elementary	73	34	29	43	33	31	32	275
Theodore Judah Elementary	87	53	43	47	58	64	61	413
Washington Elementary	45	48	49	45	32	34	52	305
William Land Elementary	45	44	52	43	54	50	56	344
Woodbine Elementary	43	46	41	43	36	28	30	267
<b>TOTAL</b>	<b>2,781</b>	<b>2,646</b>	<b>2,629</b>	<b>2,717</b>	<b>2,719</b>	<b>2,734</b>	<b>2,818</b>	<b>19,044</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 7, ENDING FRIDAY, MARCH 24, 2023  
 CUMULATIVE TOTAL ABSENCES

ELEMENTARY	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	313	3,497	35,350	38,847	91.00%
Abraham Lincoln El	526	6,235	60,566	66,801	90.67%
Alice Birney Waldorf-Inspired K8	380	3,686	43,781	47,467	92.23%
Bret Harte Elementary	197	2,459	22,233	24,692	90.04%
Caleb Greenwood	487	3,331	57,892	61,223	94.56%
Camellia Basic Elementary	390	2,529	46,987	49,516	94.89%
Capital City School	232	2,972	25,138	28,110	89.43%
Caroline Wenzel Elementary	215	2,892	24,558	27,450	89.46%
Cesar Chavez ES	373	3,740	43,607	47,347	92.10%
Crocker/Riverside Elementary	621	4,453	73,666	78,119	94.30%
David Lubin Elementary	456	4,124	52,566	56,690	92.73%
Earl Warren Elementary	434	4,347	50,159	54,506	92.02%
Edward Kemble Elementary	512	6,284	57,582	63,866	90.16%
Elder Creek Elementary	718	6,095	82,496	88,591	93.12%
Ethel I Baker Elementary	594	7,374	66,997	74,371	90.08%
Ethel Phillips Elementary	452	5,655	50,484	56,139	89.93%
Father Keith B Kenny K-8 School	256	3,703	27,733	31,436	88.22%
Genevieve Didion Elementary	474	3,196	56,681	59,877	94.66%
Golden Empire Elementary	460	4,816	53,795	58,611	91.78%
H W Harkness Elementary	258	3,062	29,187	32,249	90.51%
Hollywood Park Elementary	249	3,399	27,801	31,200	89.11%
Home/Hospital	51	0	1,882	1,882	100.00%
Hubert H. Bancroft Elementary	415	4,554	46,654	51,208	91.11%
Isador Cohen Elementary	322	3,797	36,044	39,841	90.47%
James W Marshall Elementary	339	3,644	38,542	42,186	91.36%
John Bidwell Elementary	252	3,373	28,656	32,029	89.47%
John Cabrillo Elementary	324	4,032	35,492	39,524	89.80%
John D Sloat Elementary	200	2,718	23,041	25,759	89.45%
John H. Still K-8	466	6,462	53,627	60,089	89.25%
John Morse Therapeutic Center	10	204	1,024	1,228	83.39%
Leataata Floyd Elementary	247	4,692	27,522	32,214	85.43%
Leonardo da Vinci K - 8 School	684	4,582	81,500	86,082	94.68%
Mark Twain Elementary	241	2,991	28,099	31,090	90.38%
Martin Luther King Jr Elementary	292	3,867	34,817	38,684	90.00%
Matsuyama Elementary	462	3,716	54,207	57,923	93.58%
Nicholas Elementary	532	7,441	59,728	67,169	88.92%
O W Erlewine Elementary	266	3,432	29,600	33,032	89.61%
Oak Ridge Elementary	459	6,138	51,298	57,436	89.31%
Pacific Elementary	694	7,928	78,635	86,563	90.84%
Parkway Elementary School	461	7,849	49,863	57,712	86.40%
Peter Burnett Elementary	405	4,001	46,382	50,383	92.06%
Phoebe A Hearst Elementary	653	4,348	78,112	82,460	94.73%
Pony Express Elementary	351	3,400	41,422	44,822	92.41%
Rosa Parks K-8 School	317	4,071	35,487	39,558	89.71%
Sequoia Elementary	414	5,630	46,649	52,279	89.23%
Success Academy K-8	8	196	352	548	64.23%
Susan B Anthony Elementary	308	2,668	36,638	39,306	93.21%
Sutterville Elementary	388	2,929	45,683	48,612	93.97%
Tahoe Elementary	310	3,843	35,005	38,848	90.11%
Theodore Judah Elementary	432	3,920	50,408	54,328	92.78%
Washington Elementary	330	4,176	37,256	41,432	89.92%
William Land Elementary	346	2,691	41,368	44,059	93.89%
Woodbine Elementary	293	4,486	31,841	36,327	87.65%
<b>TOTAL</b>	<b>19,869</b>	<b>215,628</b>	<b>2,276,093</b>	<b>2,491,721</b>	<b>91.35%</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 7, ENDING FRIDAY, MARCH 24, 2023  
 CUMULATIVE TOTAL ABSENCES

MIDDLE	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	65	696	7,472	8,168	91.48%
Albert Einstein MS	659	7,849	76,342	84,191	90.68%
Alice Birney Waldorf-Inspired K-8	109	945	12,833	13,778	93.14%
California MS	773	9,133	88,836	97,969	90.68%
Capital City School	117	4,160	9,089	13,249	68.60%
Fern Bacon MS	660	8,196	75,939	84,135	90.26%
Genevieve Didion K-8	110	694	13,168	13,862	94.99%
Home/Hospital	62	0	1221	1221	100.00%
John H. Still K-8	287	2,524	33,072	35,596	92.91%
John Morse Therapeutic Center	16	404	1,578	1,982	79.62%
Kit Carson 7-12	328	5,616	37,105	42,721	86.85%
Leonardo da Vinci K - 8 School	107	993	12,897	13,890	92.85%
Martin Luther King Jr K-8	23	271	3,135	3,406	92.04%
Rosa Parks K-8 School	417	6,052	46,503	52,555	88.48%
Sam Brannan MS	330	4,054	38,220	42,274	90.41%
School of Engineering and Science	228	1,849	27,674	29,523	93.74%
Success Academy K-8	15	204	749	953	78.59%
Sutter MS	1,062	8,159	126,636	134,795	93.95%
Will C Wood MS	682	8,542	77,393	85,935	90.06%
<b>TOTAL</b>	<b>6,050</b>	<b>70,341</b>	<b>689,862</b>	<b>760,203</b>	<b>90.75%</b>

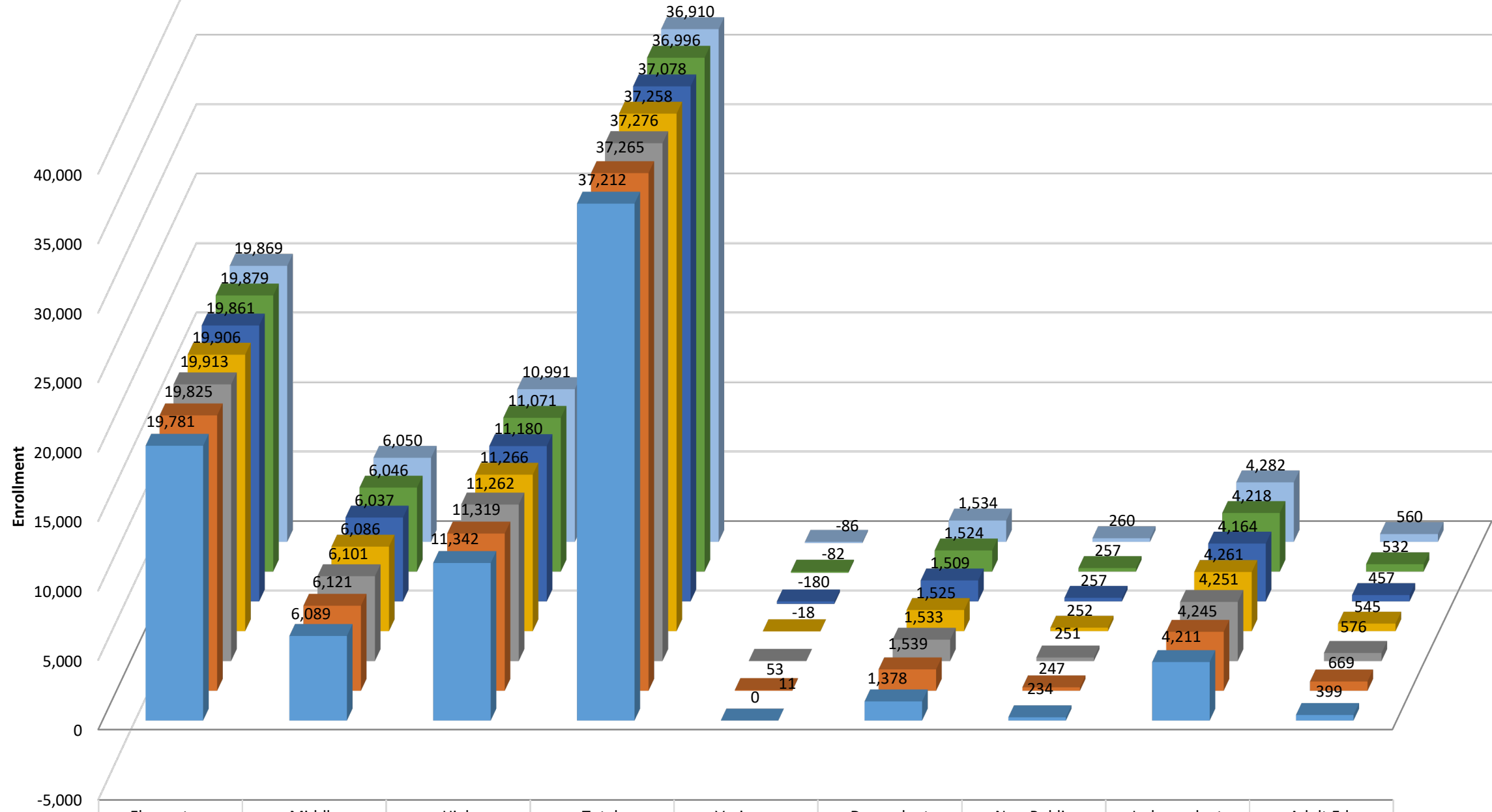
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 7, ENDING FRIDAY, MARCH 24, 2023  
 CUMULATIVE TOTAL ABSENCES

HIGH SCHOOL	ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
American Legion HS	189	6,902	15,864	22,766	69.68%
Arthur A. Benjamin Health Prof	175	2,951	20,006	22,957	87.15%
C K McClatchy HS	2,278	29,709	262,941	292,650	89.85%
Capital City School	300	7,089	29,344	36,433	80.54%
Hiram W Johnson HS	1,528	25,429	173,987	199,416	87.25%
Home/Hospital	61	0	1,921	1,921	100.00%
John F Kennedy HS	1,789	22,340	208,590	230,930	90.33%
Kit Carson 7-12	171	1,859	20,980	22,839	91.86%
Luther Burbank HS	1,480	20,918	169,648	190,566	89.02%
Rosemont HS	1,419	20,368	162,229	182,597	88.85%
School of Engineering and Science	319	2,926	38,290	41,216	92.90%
West Campus HS	825	3,807	100,787	104,594	96.36%
Sacramento Accelerated Academy*	457	**NA	**NA	**NA	**NA
<b>TOTAL</b>	<b>10,991</b>	<b>144,298</b>	<b>1,204,587</b>	<b>1,348,885</b>	<b>89.30%</b>

	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
<b>TOTAL ALL SCHOOLS</b>	<b>36,910</b>	<b>430,267</b>	<b>4,170,542</b>	<b>4,600,809</b>	<b>90.65%</b>

	Students in Non Public Schools	Total Enrollment	ADA	ADA %	% Change
<b>2021-22 Actual</b>		37,165	33,490	90.11%	
<b>2022-2023 Projected</b>		36,193	0	0.00%	
<b>Month 01</b>	234	37,212	33,827	92.56%	
<b>Month 02</b>	247	37,265	33,754	92.27%	-0.29%
<b>Month 03</b>	251	37,276	33,516	91.60%	-0.67%
<b>Month 04</b>	252	37,258	33,245	91.13%	-0.47%
<b>Month 05</b>	257	37,078	33,161	90.56%	-0.57%
<b>Month 06</b>	257	36,996	33,098	90.60%	0.04%
<b>Month 07</b>	260	36,910	33,081	90.64%	0.04%

### Monthly Attendance



	Elementary	Middle	High	Total	Variance	Dependent Charter	Non-Public Schools	Independent Charter	Adult Ed.
Month 1 19/23/2022	19,781	6,089	11,342	37,212	0	1,378	234	4,211	399
Month 2 10/21/2022	19,825	6,121	11,319	37,265	53	1,539	247	4,245	669
Month 3 11/18/2022	19,913	6,101	11,262	37,276	11	1,533	251	4,251	576
Month 4 12/16/2022	19,906	6,086	11,266	37,258	-18	1,525	252	4,261	545
Month 5 1/27/2023	19,861	6,037	11,180	37,078	-180	1,509	257	4,164	457
Month 6 2/24/2023	19,879	6,046	11,071	36,996	-82	1,524	257	4,218	532
Month 7 3/24/2023	19,869	6,050	10,991	36,910	-86	1,534	260	4,282	560