



BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

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

Thursday, February 15, 2024

5:00 p.m. Closed Session

6:30 p.m. Open Session

Serna Center

Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824

AGENDA

2023/24-18

Allotted Time

5:00 p.m. 1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

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

3.0 CLOSED SESSION

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

3.1 Government Code 54956.9 - Conference with Legal Counsel:

- a) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (One Potential Case)
- b) Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2023110551)

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

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

3.4 Government Code section 54957—Public Employee Performance Evaluation Interim 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 Member Tara Jeane*
- 6:35 p.m. **5.0** **ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**
- 6:40 p.m. **6.0** **AGENDA ADOPTION**
- 6:45 p.m. **7.0** **PUBLIC COMMENT** **15 minutes**
Members of the public may address the Board on non-agenda items that are within the subject matter jurisdiction of the Board. Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in writing through the district’s website at <https://www.scusd.edu/submit-public-comment>; or (3) provided in-person at the meeting. The submission deadline for written public comments shall be no later than noon on the day of the meeting. If you intend to address the Board in-person, please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to two (2) minutes with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.
- 7:00 p.m. **8.0** **COMMUNICATIONS**
- 8.1 *Employee Organization Reports:* **Information**
- *SCTA* *SCTA – 15 minutes*
 - *SEIU* *SEIU – 3 minutes*
 - *TCS* *TCS – 3 minutes*
 - *Teamsters* *Teamsters – 3 minutes*
 - *UPE* *UPE – 3 minutes*
- 7:27 p.m. 8.2 *District Advisory Committees:* **Information**
3 minutes each
- *Student Advisory Council*
 - *Community Advisory Committee*
 - *District English Learner Advisory Committee*
 - *Local Control Accountability Plan/Parent Advisory Committee*
 - *Black/African American Advisory Board*
 - *Community Schools Advisory Committee*
 - *Native American Parent Committee*

9.0 SPECIAL PRESENTATION

- 7:48 p.m. 9.1 *Approve Resolution No.3388 Recognition of National Eating Disorders Awareness Week February 26 – March 3, 2024 (Jacqueline Garner)* **Action**
5 minute presentation
5 minute discussion
- 7:58 p.m. 9.2 *SCUSD Homeless Educational Services (Jacqueline Garner and Ashley Powers Clark)* **Information**
15 minute presentation
10 minute discussion
- 8:23 p.m. 9.3 *Special Education Presentation (Geovani Linares)* **Information**
15 minute presentation
15 minute discussion

10.0 PUBLIC HEARING

- 8:53 p.m. 10.1 *Addition of “Early College” to the name of Sacramento New Tech High School (Amanda Goldman and Jessica Martin)* **Action**
5 minute presentation
10 minute discussion
- 9:08 p.m. 10.2 *Public Hearing for Resolution No. 3375 Resolution to Convey Utility Easement Entitlements to the Sacramento Municipal Utilities District for the Nicholas School Project (Nathaniel Browning)* **Public Hearing/Action**
3 minute presentation
3 minute discussion

11.0 BOARD WORKSHOP/STRATEGIC INITIATIVE

- 9:14 p.m. 11.1 *2023-24 Local Control and Accountability Plan Mid-Year Review (Dr. Ed Eldridge)* **Information**
15 minute presentation
10 minute discussion
- 9:39 p.m. 11.2 *2023-24 Local Control and Accountability Plan Mid-Year Review for Dependent Charter Schools (Amanda Goldman & Dr. Ed Eldridge)* **Information**
5 minute presentation
5 minute discussion
- 9:49 p.m. 11.3 *Resolution No. 3383: Resolution to Eliminate Certificated Employees Due to a Reduction of Particular Kinds of Service (Cancy McArn)* **Action**
5 minute presentation
5 minute discussion
- 9:59 p.m. 11.4 *Resolution No. 3384: Notice of Layoff: Classified Employees – Reduction in Force Due to Lack of Funds and/or of Work (Cancy McArn)* **Action**
5 minute presentation
5 minute discussion

12.0 COMMUNICATIONS

- 10:09 p.m. 12.1 *President’s Report (Lavinia Grace Phillips)* **Information**
5 minutes
- 10:14 p.m. 12.2 *Student Member Report (Liliana Miller Segura)* **Information**
5 minutes
- 10:19 p.m. 12.3 *Information Sharing by Board Members* **Information**
10 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.

13.1 Items Subject or Not Subject to Closed Session:

13.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Janea Marking)

13.1b Approve Personnel Transactions (Cancy McArn)

13.1c Approve Minutes of the December 14, 2023, Special Board of Education Meeting (Lisa Allen)

13.1d Approve Resolution No. 3375 Resolution to Convey Utility Easement Entitlements to the Sacramento Municipal Utilities District for the Nicholas School Project (Nathaniel Browning)

13.1e Approve Resolution No. 3386: Resolution Regarding Board Stipends (Lisa Allen)

13.1f Approve Resolution No. 3387: Resolution Regarding Board Stipends (Lisa Allen)

13.1g Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the period of December 1-31, 2023 (Janea Marking)

13.1h Approve Donations to the District for the Period of December 1-31, 2023 (Janea Marking)

13.1i Approve Purchase Order Board Report for the Period of December 15, 2023 through January 14, 2024 (Janea Marking)

13.1j Approve Unauthorized Vendor Payments (Janea Marking)

13.1k Approve Resolution No. 3380 Declaring Futility of Competitive Bidding for Procurement of Replacement Air Filters for Air Purifiers from Oransi, LLC and Authorize Purchase of Air Filters from Oransi, LLC in the amount of \$186,718.88 (Janea Marking)

13.1l Approve Resolution No. 3382 Authorization to Join Education Technology Joint Powers Authority (EdTech JPA) Pursuant to California Government Code 6500, et seq. (Janea Marking)

13.1m Approve CCTR Continued Funding Application for Fiscal Year (FY) 2024-2025 (Yvonne Wright)

14.1 Business and Financial Information: Enrollment and Attendance Report, Month 4,

Ending Friday, December 15, 2023 (Janea Marking)

10:33 p.m. **15.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ *March 7, 2024, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*
- ✓ *March 21, 2024, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

10:35 p.m. **16.0 ADJOURNMENT**

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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1

Meeting Date: February 15, 2024

Subject: Approve Resolution No.3388 Recognition of National Eating Disorders Awareness Week February 26 – March 3, 2024

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

Division: Board Office

Recommendation: Approve Resolution No. 3388 Recognizing National Eating Disorders Awareness Week (February 26 - March 3, 2024)

Background/Rationale: Eating Disorders Awareness Week is an annual campaign to educate the public about eating disorders and to engage in efforts to provide hope and to engage support for individuals and families affected by eating disorders. Eating Disorders Awareness Week 2024 is taking place Monday, February 26 – Sunday, March 3, 2024.

According to the National Association of Anorexia Nervosa and Associated Disorders, 77% of children and adolescents as young as 12 dislike their bodies, and 45% say they are regularly bullied about how they look, and weight-related teasing is a primary way kids are bullied, and kids in bigger bodies are significantly more likely to be bullied than their smaller-bodied classmates. Eating disorders affect persons of every race, color, gender, and socioeconomic category and are increasing among people in younger age groups. Concerns about weight start as young as 6 years of age and persist throughout life. Over one-half of teenage girls and nearly one-third of teenage boys use unhealthy weight control behaviors. At this time, eating disorders have the second highest mortality rate of all mental health disorders, surpassed only by opioid use disorder, and eating disorders carry an increased risk for both suicide and medical complications.

Eating disorders can have profound effects on cognitive and emotional functioning and may have a negative impact on student behavior and school performance. Eating disorders can decrease the ability to concentrate and focus, make students less active and more apathetic, and lead them to be withdrawn, and engage in fewer social interactions. The chance for recovery increases the earlier an eating disorder is detected, therefore, it is important to be aware of the signs of an eating disorder so that you can identify students who may be in trouble and take steps to get them the help they need as early as possible.

Financial Considerations: CARES/ESSER/Title 1/LCFF funding

LCAP Goal(s): Safe, Emotionally Healthy, and Engaged Students; Family and Community Empowerment

Documents Attached:

1. Resolution No. 3388

Estimated Time of Presentation: 5 minutes

Submitted by: Jacqueline Garner, Executive Director Student Support & Health Services

Approved by: Lisa Allen, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

RESOLUTION NO. 3388

RECOGNITION OF NATIONAL EATING DISORDERS AWARENESS WEEK
(February 26 to March 3, 2024)

WHEREAS the week of February 26 – March 3, 2024 is designated as National Eating Disorders Awareness Week dedicated to raising awareness of eating disorders and how with early detection, intervention, and awareness, we can make a positive difference.

WHEREAS, according to the National Association of Anorexia Nervosa and Associated Disorders, 77% of children and adolescents as young as 12 dislike their bodies, and 45% say they are regularly bullied about how they look, and weight-related teasing is a primary way kids are bullied, and kids in bigger bodies are significantly more likely to be bullied than their smaller-bodied classmates, and.

WHEREAS, eating disorder affect people of all genders, ages, races, religions, ethnicities, sexual orientations, body shapes, and weights and are increasing among people in younger age groups, including children as young as 7 years of age; and,

WHEREAS, it is recognized that media pressures and genetic, social, and familial factors are all related to eating disorders; and, while eating disorders are treatable when diagnosed early, they are often misunderstood and stigmatized, and pose a public health challenge that must be addressed to the fullest extent; and,

WHEREAS, eating disorders are serious, potentially life-threatening conditions that have the second highest mortality rate of all mental health disorders, surpassed only by opioid use disorder; and,

WHEREAS, eating disorders often co-occur with other mental health disorders such as depression, anxiety, and substance abuse, and may result in long-term physical and psychological consequences; and carry an increased risk for both suicide and medical complications; and,

WHEREAS, eating disorders can have profound effects on cognitive and emotional functioning and may have a negative impact on student behavior and school performance. Eating disorders can decrease the ability to concentrate and focus, make students less active and more apathetic, and lead them to be withdrawn, and engage in

fewer social interactions. Understanding some of the ways an eating disorder can affect cognitive function may help educators to recognize that a student may be struggling; and,

WHEREAS, prevention, early detection and intervention significantly improve the chances of full recovery from eating disorders, highlighting the importance of raising awareness, promoting education, and reducing stigma surrounding these illnesses, is critical in order to encourage students suffering from eating disorders to be referred to and get early access to care.

THEREFORE, BE IT RESOLVED, that the Sacramento City Unified School District Board of Education hereby recognizes National Eating Disorder Awareness Week and support efforts to raise awareness about eating disorders, including providing educational resources to students, families, and staff; and and encourage open dialogue about mental health, including eating disorders, to reduce stigma and increase access to support and resources.

BE IT FURTHER RESOLVED, the Sacramento City Unified School District Board of Education recognizes the importance of supporting the health and well-being of the whole child through expanding social-emotional and physical and mental health staffing to address the needs of our students and to provide support and resources to students experiencing mental health challenges such as eating disorders.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 15th day of February, 2024, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Lisa Allen
Secretary of the Board of Education

Lavinia Phillips
President of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.2

Meeting Date: February 15, 2024

Subject: SCUSD Homeless Educational Services

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

Division: Student Support & Health Services Department

Recommendation: N/A

Background/Rationale: The McKinney-Vento- Education for Homeless Children & Youths act provides protections for students who are unhoused/homeless, including enrollment rights (see below: *Rights for Students Who Are Unhoused*). The SCUSD Homeless Educational Services program supports the enrollment, attendance, and achievement of students who are experiencing homelessness to ensure they receive equal access to educational opportunities.

Financial Considerations: N/A

LCAP Goal(s): Goal 3: Support Student Social-Emotional, Mental & Physical Health;
Goal 10: Respectfully Identify Unhoused Students & Connect Them To Services

Documents Attached:
N/A

Estimated Time of Presentation: 15 minutes

Submitted by: Jacqueline Garner, Executive Director, Student
Support and Health Services

Approved by: Lisa Allen, Interim Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.3

Meeting Date: February 15, 2024

Subject: **Beyond Compliance: Connecting our Significant Disproportionality to the Academic, Behavioral, and Social Emotional Needs of our students with disabilities.**

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

Division: Academic Office

Recommendation:

Background/Rationale: The Sacramento City Unified Special Education Local Plan Area (SELPA) is working closely with other departments within the Academic Office to integrate work associated with our Disproportionality (across multiple measures in special education) to support implementing a robust action plan to support struggling learners and students with disabilities.

This update will include:

- A review of disproportionality and significant disproportionality within SCUSD for students with disabilities.
- Identified root causes for our significant disproportionality.
- Current endeavors on supporting the academic, behavioral, and social emotional needs of students with disabilities including:
 - Preschool Implementation Team
 - Professional Learning on:
 - Better Together: Creating Inclusive Learning Environments through Co-Teaching
 - Universal Design to Learning (UDL) Strategies that enhance literacy access

- Understanding and Using Accommodations & Modifications to Promote Student Access to Grade-Level Standards
- Disciplinary Practices through the lens of our Anti-bias/ Anti-racism and Trauma Informed foundations
- Collaborative practices to support building an effective Multi--Tiered System of Support (MTSS) for all learners
- Other Targeted Supports

Financial Considerations:

LCAP Goal(s):

Goal 2: Provide High Quality & Engaging Instruction

Goal 3: Support Student Social-Emotional, Mental & Physical Health

Documents Attached:

N/A

Estimated Time of Presentation: 15 minutes

Submitted by: Yvonne Wright, Chief Academic Officer & Geovanni Linares, Special Education Director III

Approved by: Lisa Allen, Interim Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1

Meeting Date: February 15, 2024

Subject: Addition of “Early College” to the name of Sacramento New Tech High School

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

Division: Deputy Superintendent’s Office

Recommendation: Approve addition of “Early College” to the official name of Sacramento New Technology High School, making the school’s name “Sacramento New Technology Early College High School” effective for the 2024-25 school year.

Background/Rationale: Sacramento New Technology High School is a locally funded “dependent” charter school authorized by the Sacramento City Unified School District. Upon receiving Early College Program grant funding from the California Department of Education, New Tech is taking steps to codifying and expand on the existing Early College elements of their program. Under SCUSD Board Policy 7310, school names should articulate the aspirational educational outcomes for district students and reflect the instructional focus of the school. Adding “Early College” to the official name of the school does this and allows New Tech to access supports and resources for their students. Principal Martin engaged her school community in the decision to change the school’s name and they are in support.

Financial Considerations: This name change may allow New Tech to access additional grant and categorical funding to support their program.

LCAP Goal(s): Goal 1: Ensure Students are College & Career Ready
Goal 4: Maintain Safe Learning Environments & Dismantle Inequities

Documents Attached:

1. SCUSD Board Policy 7310
2. Presentation Materials from Principal Martin's community meeting (including sign in notes from that meeting).

Estimated Time of Presentation: 5 minutes

Submitted by: Mary Hardin Young, Interim Deputy Superintendent
Amanda Goldman, Director II, Innovative Schools
Jessica Martin, Principal, New Technology High School

Approved by: Lisa Allen, Interim Superintendent

Naming Of Facility

The Sacramento City Unified School District Board of Education believes all schools should be welcoming, inclusive, and inspiring places for all students. The Board desires to ensure that the names of District facilities reflect the District's vision and mission. School facilities names shall consider the diverse community they serve.

The Board of Education should use the following criteria in considering naming a school or school facilities:

1. Individuals who have been deceased for one year or more. In the case of a proposed name of an individual, criteria includes:
 - a. Individuals who have made outstanding contributions to the county or community, or have made contributions of state, national, or worldwide significance.
 - b. The individual's "primary legacy" (i.e. the key activities, advocacy or accomplishment for which the individual is most known) aligns with or reflects Sacramento City Unified School District's vision and mission.
2. Geographical area, landmark, cultural relevance, or historical event.
3. Flora and Fauna of significant importance to the region.
4. Other naming criteria, including:
 - a. School/facility names that articulate aspirations of the educational outcomes for District students.
 - b. School/facility names that reflect the instructional focus of the school.
 - c. School/facility names should consider the diverse community that they serve.
 - d. When possible, proposed names should avoid duplicating names of other schools in the region to prevent possible confusion.

District facilities that might be named could include, but are not limited to, schools, theaters, building wings, libraries, cafeterias, multipurpose rooms, choice programs or schools, labs, maker spaces, sports complexes, fields, gymnasiums, swimming pools, administration offices, and honor walls.

The Board encourages community participation in the process of selecting names. The Superintendent or appointee shall oversee the appointment of a citizen advisory committee to review name suggestions and submit recommendations for the Board's consideration.

The Board of Education has the discretion to change a facility's name at any time if they deem it appropriate for the benefit of the District. Specifically, the Board of Education will consider renaming facilities to reflect the mission, vision and/or values of the district. The Board of Education will take the name and history into account, and include an exhibit that represents the history of the name.

Legal Reference:

EDUCATION CODE

[35160](#) Authority of governing boards

Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Original Adopted Date: November 16, 1998 Sacramento, California

Last Revised Date: December 15, 2022



Welcome to Sac New Tech!

Please Sign In!



SACRAMENTO NEW TECHNOLOGY HIGH SCHOOL
WELCOMES PARENTS, STUDENTS, AND COMMUNITY MEMBERS

Community Meeting


MONDAY JANUARY 22 6:00-7:00 PM

Topic of Discussion: Early College High School Program & School Name Change

Presented by: **Jessica Martin**
Principal



Location:
1400 Dickson St.
Sacramento, CA 95822

please JOIN US



Introduction


Jessica Martin
Principal

Agenda

Questions that will be addressed in this presentation are...


- What is an Early College High School Program?
- How will this program benefit our students?
- What doors does this program open for our students?
- Why do we need to change the school's name?



What is an Early College Program?

ECHS



Innovative partnerships between charter or non-charter public secondary schools and a local community college that allow pupils to earn a high school diploma and up to two year of college credit on four years or less (*California Education Code (EC) Section 11302*)



How will this program benefit our students?

Why are we doing this?

An early college high school program benefits students by providing them with the opportunity to earn college credits while still in high school, reducing the overall cost and duration of their higher education. This dual enrollment helps students transition smoothly into college, develops advanced academic skills, and increases the likelihood of completing a degree. Additionally, it exposes them to a collegiate environment, fostering a sense of independence and readiness for future academic challenges.

Additionally...

Our Current Demographics:
154 Students
79.2% - Socioeconomically Disadvantaged
25% - Students with Disabilities
22% - ELL
66% - Hispanic
12% African American
11% White

ECHS facilitate a greater participation of at-risk, low-income, and students of color in college level courses.

ECHS potentially decrease high school dropout rates while increasing students' access to postsecondary education.

What doors does this open for our students?

Dual Enrollment Opportunities



- Opens eyes to the possibility of going to college
- More Qualified for work force after high school options
- Students get to explore various career interests through classes earlier that students who are not in these programs
- Greater possibility of being accepted into a 4-year college
- Community College Resources are available to them NOW
 - Tutoring, labs, workshops, counseling, study spaces, etc.

7

Name Change Proposal



8

Proposed Name Change



Sacramento New Technology High School

SACRAMENTO NEW TECHNOLOGY EARLY COLLEGE HIGH SCHOOL



9

EC Section 46146.5

Charter ECHS must offer students at least **175 instructional days**. Similar to school districts, all 9-12 grade students in charter ECHS must be offered at least **64,800 instructional minutes** per year and at least **80 percent of the instructional time offered by the charter school must be at the school site to generate classroom based attendance**. For charter ECHS, EC Section 46146.5 reduces the minimum 80 percent instructional time scheduling requirement in order to generate classroom based attendance to **50 percent if the student is a special part-time student enrolled in a community college** under specific provisions

Resource Link: [CDE Early College High School](#)

Currently, students who are enrolled in college courses have also been required to be enrolled in site-based courses that they don't really need (Peer Tutor, extra electives, pathway courses they aren't interested in, etc.)

If we change the name to include "Early College" in the title:

1. We have rights under 46146.5 to send students to college for TWO of their FOUR classes at New Tech.
2. Marketing - People will know the type of school we are and not assume we are just a Tech School



Your Turn!!

What questions or comments do you have?



12

Next Steps....



13

We Need Your Help!

- **Public Comment at Board Meeting** - February 15th
- **Help Us Spread the Word about this School and Program**
 - We need to increase enrollment!
 - There are MANY more students who could benefit from this program
- **Attend the Re-Opening Ceremony**
 - Fall 2024

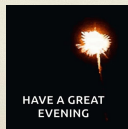


14



thank you

I'll be around for additional questions and comments.



15

Community Engagement

Communication With Stakeholders

Community Meeting and Parent Communication about Early College Grant in 2022-23
Social Media, Parent Squared, and email communication about the name change and January 2024 community meeting

Participation in Community Meeting 1.22.24

20 parents

18 students → Representing about 15% of the New Tech Community

(Names not shared for confidentiality purposes)

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.2

Meeting Date: February 15, 2024

Subject: **Public Hearing for Resolution No. 3375 Resolution to Convey Utility Easement Entitlements to the Sacramento Municipal Utilities District for the Nicholas School Project**

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

Division: Facilities Support Services

Recommendation: Provide a Public Hearing on Resolution No. 3375, which conveys easement entitlements to Sacramento Municipal Utilities District (SMUD) for a utilities easement at Nicholas Elementary as part of the new construction at that site. Approve subsequent Resolution No. 3375 as part of the Consent Agenda during the same meeting.

Background/Rationale: The District is rebuilding Nicholas Elementary and SMUD has jurisdiction over the electrical distribution facilities that serve the Nicholas site. SMUD requires a utility easement to move and provide electrical services to the site.

Financial Considerations: N/A

LCAP Goal(s): Operational Excellence

Documents Attached:

1. Notice of Public Hearing
2. Executive Summary
3. SMUD Commitment Letter
4. Location of Nicholas Utility Easement

Estimated Time of Presentation: 3 minutes

Submitted by: Nathaniel Browning, Director of Facilities

Approved by: Lisa Allen, Interim Superintendent

Sacramento City Unified School District
Compliance with Education Code Article 15 [17556-17561] Dedication of Real Property

NOTICE OF PUBLIC HEARING

The Sacramento City Unified School District hereby gives notice that a
Public Hearing will be held as follows:

Topic of Hearing:

**Resolution No. 3372: Resolution to Convey Utility Easement Entitlements to the Sacramento
Municipal Utilities District for Nicholas Elementary**

Copies of this program may be inspected at:

**Serna Educational Center
5735 47th Avenue
Sacramento, CA 95824**

**SCUSD Facilities Department Office
425 1st Ave
Sacramento, CA 95818**

**CB Wire School
Temporary Nicholas Elementary Site
5100 El Paraiso Ave
Sacramento, CA 95824**

The Sacramento City Unified School District Governing Board will consider adoption of a
Resolution to Convey Utility Easement Entitlements to Nicholas Elementary School.

HEARING DATE: February 15th, 2024

TIME: 6:30 p.m.

LOCATION: Serna Educational Center
5735 47th Avenue
Sacramento, CA 95824

FOR ADDITIONAL INFORMATION CONTACT: SCUSD Facilities Support Services Department
(916) 643-9233

Board of Education Executive Summary

Facilities Support Services

Public Hearing for Resolution No. 3375 Resolution to Convey Utility Easement Entitlements to the Sacramento Municipal Utilities District for Nicholas Elementary
February 15, 2024



I. Overview/History of Department or Program

Measure H was passed in 2020. It provided funding to reconstruct Nicholas Elementary School. The District is currently in the design and reconstruction phase for this project. During this phase, the District is working with local jurisdictions. The Sacramento Municipal Utilities District (SMUD), has jurisdiction over the electrical distribution facilities that will serve Nicholas Elementary. SMUD requires a utility easement for it to provide electrical services to this facility.

To initiate the process for a utility easement, Education Code 17557 specifies that the District has to provide a resolution of its intention to dedicate real property. On the January 18, 2024, Board of Education Meeting, the Governing Board adopted Resolution No. 3372 which declared the District's intention to convey District property located at 6601 Steiner Drive, Sacramento, CA 95823, to SMUD for a utility easement.

Thereafter, Pursuant to Education Code 17558, copies of Resolution No. 3372 with a Notice of Public Hearing were posted in three public places within the District, and a Notice of Public Hearing was published in the Daily Recorder on January 30, 2024.

II. Driving Governance:

Education Code Article 15 §17556-17561

III. Budget:

N/A

IV. Goals, Objectives and Measures:

Convey Utility Easement Entitlements to SMUD for it to provide electrical services to Nicholas Elementary School.

V. Major Initiatives:

N/A

VI. Results:

Nicholas Elementary School upon completion will have adequate electrical services provided by SMUD to run its operations.

VII. Lessons Learned/Next Steps:

Adopt Resolution No. 3375, which conveys Utility Easement Entitlements to SMUD for the Nicholas Elementary School reconstruction project. Resolution No. 3375 is included in the Consent Agenda for the February 15, 2024 meeting.



September 27, 2023

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ATTENTION: BEN WANGBERG
425 1ST ST.
SACRAMENTO, CA 95818

Notification # 32242265

REV.2 SMUD COMMITMENT LETTER

Thank you for submitting your plans for NICHOLAS SCHOOL for an electric service commitment. Your cooperation enables us to give you the best service possible, as well as provide for your future requirements.

We are returning one copy of your plans indicating the service location and other requirements checked below. Our commitment is subject to changing conditions and, as a result, may not be valid after twelve months.

Please contact the Designer if additional information is desired.

Designer: Tony Dias Telephone (916) 732-7347

Service will be: Overhead [] Underground [X]
Volts: 277/480 Phase: THREE Wire: 4 Type: WYE

(Street light service voltage will be the same as above.)

- Transformer pad required: Yes [X] No [] SMUD Dwg. UVD 2.3A & 2.3A1
Conduit required: Yes [X] No [] (see sketch)
Right-of-way required: Yes [X] No []
Transformer protection required: Yes [] No [X] N/A
Primary pull box required: Yes [X] No [] SMUD Dwg. UVC 1.2 & 1.2.2
Secondary J – Box Required: Yes [] No [X] N/A
Service box required: Yes [] No [X] N/A
Switchgear pad required: Yes [] No [X] N/A

Other requirements: See enclosed Booklet [X] Prints [X]

*A maximum fault current of 56,800 amps, symmetrical, is based on the largest transformer that could be needed to serve the Combined [X] main sizes of 2900 amps under the following assumptions:

- 1. The largest transformer that could be needed is 2500 kVA with 5.3 % impedance
2. A primary system impedance of zero ohms
3. No motor contributions to the fault, and
4. Zero ohms fault impedance

The meter(s) shall be located on the exterior of the building. When it is absolutely necessary to locate meters in locked rooms, cabinets, or fenced enclosures, consult SMUD's Field Metering at (916) 732-5167.

*If future load growth necessitates increasing the main switch size, the available fault current should be recalculated.

NOTE: This commitment letter may be required by local inspection authority as part of its plan check requirements.



September 27, 2023

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ATTENTION: BEN WANGBERG
425 1ST ST.
SACRAMENTO, CA 95818

SUBJECT: ELECTRIC SERVICE REQUIREMENTS

Project Location: NICHOLAS SCHOOL

Notification # 32242265

In order to schedule construction activity to provide timely permanent electric service to your development, the Sacramento Municipal Utility District (SMUD) requires the following:

- A. Property owner will sign and return the enclosed Conveyance of Electric Distribution Facilities. Please Note: SMUD construction cannot be scheduled until signed documents are returned.
- B. Developer's compliance with SMUD Rules and Electric Service Requirements. Copies are available upon request.
- C. Due to the time needed for construction scheduling, SMUD fees need to be paid as soon as possible after receipt of the billing contract.
- D. Costs for relocating or modifying SMUD facilities, whether in a street or private right-of-way, as a result of a commercial, industrial, or apartment development, shall be reimbursed by the developer prior to any work being done by SMUD.
- E. The project coordinator should notify SMUD's Designer of any changes in the project's estimated start date to avoid unnecessary delays of SMUD construction.
- F. SMUD may need to secure an easement from you and possibly other private parties and/or permits from various public agencies to provide electric service to your development. If an easement is required, SMUD's Real Estate Services will contact you, typically within 2-3 weeks to properly execute a Grant of Easement, please see attached example. If you have questions or concerns regarding these items, please contact your assigned SMUD Designer as SMUD construction cannot start until these requirements are satisfied.
- G. Party responsible for electric bills should make application for service with SMUD Customer Services Department at 1-888-742-7683 as soon as possible. Connection of electric service can be scheduled upon receipt of the electrical inspection by the city/county.
- H. All metering and switchgear design and placement must be submitted and approved by SMUD's Field Metering prior to installation. Please submit metering and switchgear designs to SMUD at metershopsubmittals@smud.org or mail to: SMUD, Attention: Field Metering, Mail Stop EB 102, 4401 Bradshaw Road, Sacramento, CA 95827-3834 or contact them at (916) 732-5167.
- I. Multi-unit buildings must be addressed in compliance with the enclosed addressing guidelines prior to connection of electric service. A copy of the site plan showing building addresses, unit numbers, and electric service locations should be received by SMUD's Designer at least ten (10) working days prior to obtaining City/County inspection approval in order to avoid service delays. Meters cannot be set until specific building addresses and unit numbers are known and clearly identified on buildings and electric service equipment.

- J. The project coordinator will conduct an on-site pre-construction meeting with a SMUD inspector a minimum of 48 hours in advance of construction. At the time of your pre-construction meeting you will need to supply SMUD's inspector with a copy of your building permit and a valid electrical service need date. Inspection of SMUD's required civil improvements cannot begin without these items nor until the meeting has been held. To schedule your appointment, please call (916) 732-5990.

Please retain these requirements for your information.

Sincerely,

A handwritten signature in blue ink that reads "Tony Dias". The signature is stylized with a large, sweeping initial "T" and a long, horizontal flourish extending to the right.

Tony Dias
Engineering Designer
Design and Construction Services
Grid Assets
(916) 732-7347



September 27, 2023

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ATTENTION: BEN WANGBERG
425 1ST ST.
SACRAMENTO, CA 95818

Notification # 32242265

SUBJECT: CONVEYANCE OF ELECTRIC DISTRIBUTION FACILITIES

In response to your request for service at **NICHOLAS SCHOOL**, the Sacramento Municipal Utility District (SMUD) proposes to install electrical facilities (cable, transformers, switchgear) within or upon certain underground electric distribution facilities (conduits, boxes, pads) to be installed by the property owner as shown on the attached drawing.

SMUD required facilities are to be installed in accordance with its rules and regulations. Conveyance of the owner provided electric distribution facilities will be made to SMUD upon inspection approval.

Standard District Procedure is to obtain this conveyance after SMUD inspectors have approved the owner's installation of the facilities which can sometimes result in delays in providing service. In order to avoid delays SMUD will accept conveyance of these facilities prior to the owner's installation and SMUD inspection approval, provided the legal property owner(s) agree:

- A. To install SMUD required electric distribution facilities, with above ground appurtenances as described below and in the attached drawing. Such installation will be in accordance with SMUD Rules, Regulations, and Electric Service Requirements.
- B. To grant title to the installed facilities to SMUD.
- C. To ensure integrity and accuracy of facilities (conduits, boxes, pads, etc.) for one year upon system being completed and energized.

Those electric distribution facilities conveyed to SMUD consist of:*

_____	Ft. - 2" Conduit
_____	Ft. - 3" Conduit
<u>110</u>	Ft. - 4" Conduit
_____	Ft. - 5" Conduit
_____	Ft. - 6" Conduit
<u>1</u>	Each Transformer Pad(s)
<u>1</u>	Each Primary Pull Box(es)
_____	Each Secondary J – Box(es)
_____	Each Service Box(es)
_____	Each Switchgear Pad(s)

*Conduit footages are approximate.

Please indicate your acceptance by signing in the space provided and returning this letter to SMUD Distribution Line Design, Grid Assets, 4401 Bradshaw Rd., MS EA105, Sacramento, CA 95827-3834.

I, _____, owner and grantor agree to the terms and conditions stated above and hereby grant, bargain, and convey to SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, Grantee, its successors and assigns, free and clear of all liens and encumbrances, those certain underground electric distribution facilities, with any above ground appurtenances described above and in the attached drawing, now installed or to be installed on or adjacent to grantor's premises in the County of Sacramento, State of California.

Owner Name Signature

Owner Name Print

Address: _____

Phone:

Date: _____

Designer Name: Tony Dias

Notification #: **32242265**

No fee for recordation
Govt. Code Sec 6103
RECORD AT REQUEST OF AND RETURN TO:
Sacramento Municipal Utility District
Attention: Real Estate Services MS B209
PO Box 15830
Sacramento, CA 95852-1830
NO COUNTY TRANSFER TAX DUE
PER R & T Code 11922
SMUD BY:

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

A.P.N. Ptn

R/W *
SO *

SAMPLE TEMPLATE

GRANT OF EASEMENT

***, Grantor(s), is the owner of record of that certain real property located in Sacramento County, California, designated by the above referenced Assessor's Parcel Number and more fully described as follows:**

*

Grantor(s) hereby grant(s) to SACRAMENTO MUNICIPAL UTILITY DISTRICT (SMUD), a municipal utility district, Grantee, and its successors and assigns, the right from time to time to construct, place, inspect, remove, replace, maintain and use electrical and communication facilities consisting of underground conduits, wires and cables, with associated, above-ground or below-ground transformers, transformer pads, pedestals, service equipment, terminals, splicing, switching and pull boxes, switch and fuse cubicles, cubicle pads, risers, poles, and all other necessary fixtures and appurtenances (Facilities), within the following Easement Area described in EXHIBIT A attached hereto and made a part hereof.

Said right includes the trimming and removal by Grantee of any trees or foliage along the Easement Area considered necessary for the complete enjoyment thereof and the right of ingress to and egress from said Easement Area for the purpose of exercising and performing all rights and privileges granted herein. In addition, the Easement Area shall be kept clear of any building or other structure and Grantor will not drill or operate any well within the Easement Area.

Grantor understands and acknowledges that the Facilities will be installed within the Easement Area based on Grantee's design and actual site conditions. Upon completion of the installation, SMUD shall obtain a survey by a licensed land surveyor setting forth a legal description of the area actually occupied by the Facilities and required for complete enjoyment of the rights granted herein. SMUD will, within a reasonable period of time, record a Notice of Final Description of Easement Area referencing this document and setting forth the legal description of the surveyed area, which will thereupon become the Easement Area. Upon recordation of the Notice of Final Description, the scope of the easement granted by this document shall be limited to the property described in the Notice of Final Description plus the rights of ingress and egress.

Dated: _____

Signature Block

EXHIBIT A

The centerline of the 5 foot Easement Area shall be coincidental with the centerline of the said Facilities constructed in, on, over, under, across and along the Grantor(s) property. Additionally, the Easement Area will include the area occupied by the SMUD Facilities and appurtenances.

ADDRESSING GUIDELINES FOR MULTI-UNIT BUILDINGS

An efficient method of addressing new buildings in the Sacramento area has been mutually agreed on by Fire, Police, Postal Service, Public Works, and utility companies. The advent of automated mail processing and computer controlled emergency services (911 System) has made it critical that proper addressing be emphasized. This is a guide for developers, managers and owners to use when addressing a new project.

Multiple buildings in same complex:

- One street address for entire complex

Each unit has a separate unique numeric address – no duplicates.

Example: 1000 Main St Units 1 – 96

Note: This is the method preferred by the Sacramento County Sheriff's Department.

or

- A separate street address for each building in complex

Each unit has a separate unique numeric address – no duplicates within the complex.

Example: 1000 Main St Units 1 – 16
1002 Main St Units 17 – 32
1004 Main St Units 33 – 48, etc.

(Note: Unit numbers increase as street numbers increase.)

or

Unit numbering repeats, but is not duplicated within each street address.
(Least Preferred)

Example: 1000 Main St Units 1 – 16
1002 Main St Units 1 – 16
1004 Main St Units 1 – 16, etc.

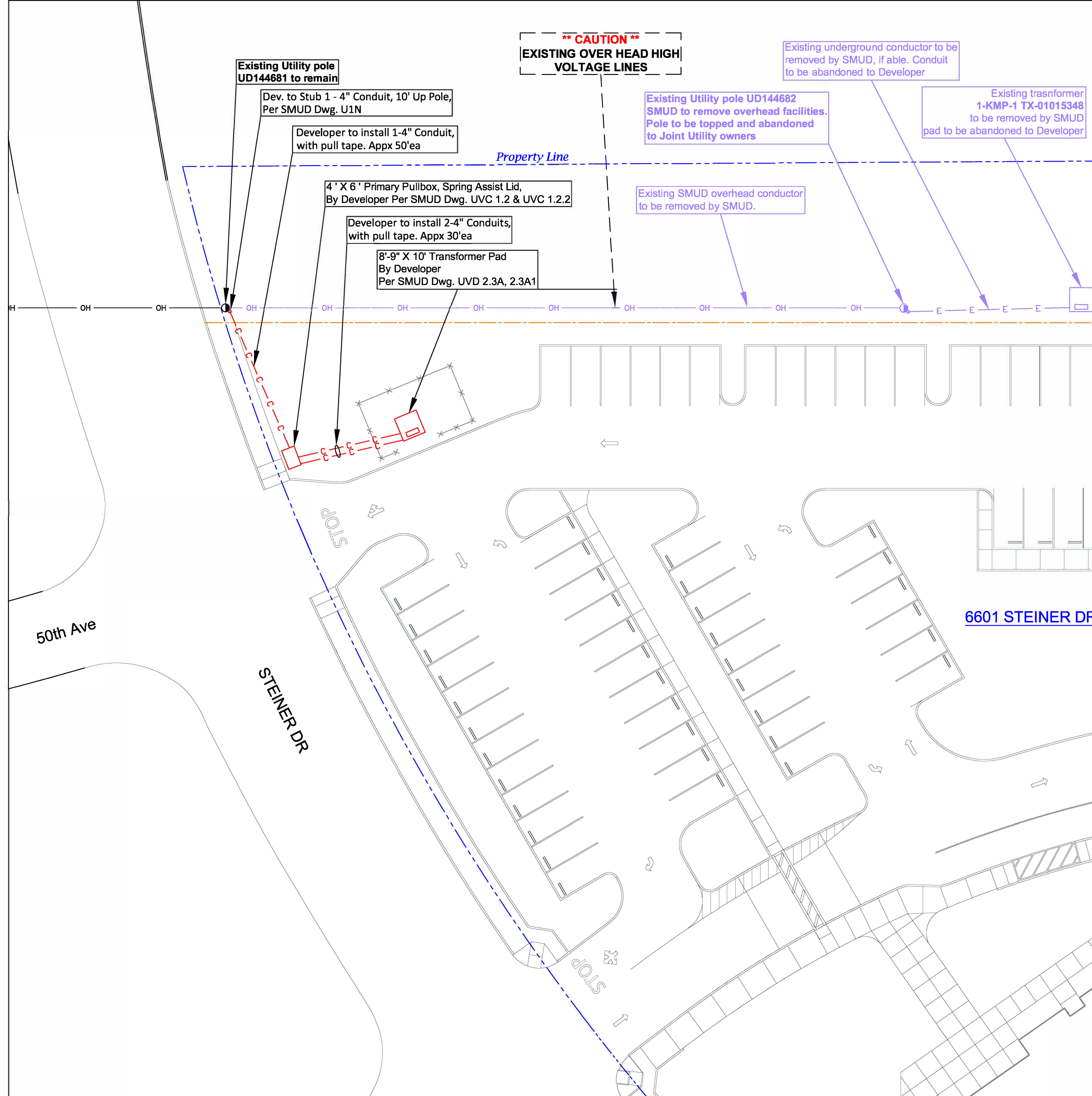
For two-story buildings, use odd numbers downstairs, and even numbers upstairs.

For multi-story buildings, use sequential numbering for each floor.

Example: 1st floor 100 – 199
2nd floor 200 – 299
3rd floor 300 – 399, etc.

Do not do this:

- One street address for entire complex with
 - Buildings numbered or lettered
 - Unit numbers or letters duplicated



**** CAUTION ****
EXISTING OVER HEAD HIGH VOLTAGE LINES

Existing underground conductor to be removed by SMUD, if able. Conduit to be abandoned to Developer

Existing Utility pole UD144682 SMUD to remove overhead facilities. Pole to be topped and abandoned to Joint Utility owners

Existing transformer 1-KMP-1 TX-01015348 to be removed by SMUD pad to be abandoned to Developer

Existing SMUD overhead conductor to be removed by SMUD.

Existing Utility pole UD144681 to remain

Dev. to Stub 1 - 4" Conduit, 10' Up Pole, Per SMUD Dwg. U1N

Developer to install 1-4" Conduit, with pull tape. Appx 50'ea

4" X 6" Primary Pullbox, Spring Assist Lid, By Developer Per SMUD Dwg. UVC 1.2 & UVC 1.2.2

Developer to install 2-4" Conduits, with pull tape. Appx 30'ea

8'-9" X 10' Transformer Pad By Developer Per SMUD Dwg. UVD 2.3A, 2.3A1

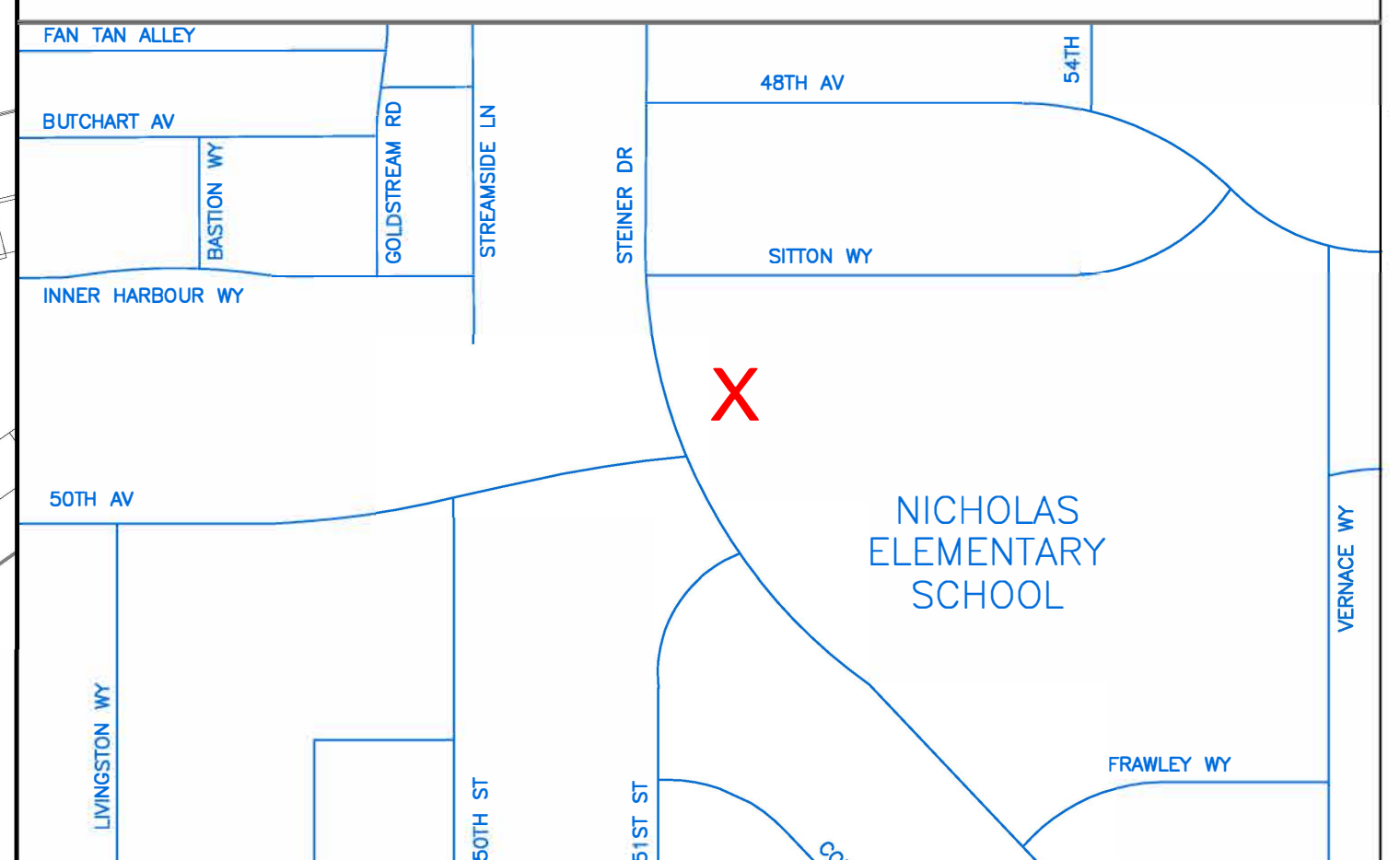
SMUD NOTES

DEVELOPER IS RESPONSIBLE FOR THE FOLLOWING:

1. Call U. S. A. at 811 prior to digging.
2. All metering and switchgear design and placement must be submitted and approved by SMUD's Field Metering prior to installation. Please submit metering and switchgear designs to SMUD at metershops@smud.org, mail to: Sacramento Municipal Utility District, Attention: Field Metering, Mail Stop EB 102, 4401 Bradshaw Road, Sacramento, CA 95827-3834 or contact them at (916) 732-5167.
3. All metering equipment shall be located on the outside of the building. The metering equipment is NOT ALLOWED to be located inside the building. Metering equipment shall include: metering sections, current and potential transformer sections, pull sections, and the main disconnect. Any questions regarding deviation of this requirement, please contact Field Metering @ (916) 732-5167. For meter room requirements and specifications, see SMUD Electric Service Requirements Booklet, **Commercial Industrial Engineering Specification T004**.
4. For multi-meter installations that are fed by a transformer larger than 150KVA and secondary voltage of 277/480v, a shutdown will be required for each meter installation. Developers have an option to reduce the number of shutdowns for each subsequent meter install by installing switchgear with a lockable main breaker panel which cannot be removed with the breaker in the open position. Any questions regarding this requirement please contact Field Metering at (916) 732-5167.
5. SMUD equipment shall be accessible to a 26,000-pound SMUD service vehicle in all weather. SMUD equipment shall be no further than 15 feet from a drivable surface. The drivable surface shall have a minimum width of 20 feet.
6. No obstructions are permitted and level terrain is required around all operable SMUD equipment doors (Transformers, Cubicles, T-Taps, etc.). No planting of trees within eight (8) feet of all sides of any operable SMUD equipment. For equipment clearances and specifications see SMUD Electric Service Requirements Booklet, **Distribution Underground Structure Engineering Specification T007**. See Appendix B for material manufacturers.
7. Buildings shall **not** overhang SMUD equipment/easements unless approved in writing by a SMUD Designer.
8. Joint trench to be a maximum 59" deep and remain minimum of 5 feet from footings of any building or structure. All conduit(s) to be inspected by SMUD inspector prior to backfilling and pouring concrete. Conduit(s) to be PVC-DB 120 grade or better. SMUD approved pull tape required. All elbows to be schedule 40 or better. Concrete encasement may be required. See Electric Service Requirements booklet, **Distribution Underground Structure Engineering Specification T007 and SMUD commitment sketch**.
9. Maximum number of utility conduits allowed to rise on a pole is three. Please review utility conduit risers with SMUD Inspector prior to placement of conduits on poles.
10. An on-site pre-construction meeting with a SMUD inspector is mandatory 48 hours in advance of construction. Copies of the local agency building permit will be required prior to scheduling pre-construction meetings with SMUD inspectors for non-residential developments. **To schedule your appointment, please call (916) 732-5990.**
11. Only those electrical conduits intended for electric service shall be placed under a SMUD transformer pad. The placement of other conduits or structures foreign to the electric service must be approved in writing by a SMUD Designer.
12. Customer service runs are per local agency codes and inspected and approved by the local inspection agency. Customer is responsible for and will be required to provide SMUD approved connectors and compression tooling for any non-standard SMUD secondary conductors. Please contact SMUD's Designer when necessary.
13. A grant of right-of-way to SMUD may be required for conduit runs, vaults, transformer pads, etc. prior to any SMUD construction.
14. Any street light required by the City or County must be coordinated with SMUD.
15. Service voltage will be **277/480 volts, THREE phase, 4 wire, WYE.**
16. Any deviation from this commitment must be approved by a SMUD Designer or SMUD Inspector prior to installation of underground facilities.
17. PLEASE NOTE: It is the responsibility of the developer to install all infrastructure as shown per SMUD commitment drawing as SMUD does not review or approve developer composite drawings.
18. PLEASE NOTE: SMUD commitments are valid for twelve (12) months. SMUD reserves the right to revise SMUD commitments after this period. A new SMUD commitment will normally be required unless a customer has requested and received written approval for a longer period of time from a SMUD Designer.

ORDER # 30188264 SN# 32242265 SMUD DESIGNER: Tony Dias
 TELEPHONE: (916) 732-7347 DATE: 8/15/2023

VICINITY MAP



Know what's below.
Call before you dig.
 or (800) 227-2600

NOTE: UNDERGROUND FACILITIES WILL BE INSTALLED PER SMUD'S STANDARD ENTITLED "ELECTRIC SERVICE REQUIREMENTS DISTRIBUTION UNDERGROUND STRUCTURE" ENGINEERING SPECIFICATION T007. SMUD INSPECTOR'S APPROVAL OF THE EXACT LOCATION AND CONFIGURATION OF ELECTRIC DISTRIBUTION FACILITIES IS REQUIRED BEFORE THE START OF TRENCHING. SEE SMUD NOTE #10 FOR MORE INFORMATION.

Revision Log:

- REV.1: Relocate service transformer per Developers request further to the south
- REV.2: Relocate service transformer per Developers request back to original proposed location



TB317J6

DESIGNER: TONY DIAS	JOB NAME: R16 - NICHOLAS SCHOOL	
PHONE: (916) 732-7347	LOCATION: 6601 STEINER DR SACRAMENTO	
DATE: 9/27/2023	TYPE OF DRAWING: COMMITMENT SKETCH	
MAP NUMBER: 306 / 158	JOB NUMBER: 30188264	REV. SHEET 2 OF 1
SACRAMENTO MUNICIPAL UTILITY DISTRICT	NOTIFICATION: 32242265	1 OF 1



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1

Meeting Date: February 15, 2024

Subject: Local Control and Accountability Plan (LCAP) Mid-Year Update

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

Division: Deputy Superintendent's Office

Recommendation: Information Item.

Background/Rationale:

Beginning with the 2023-24 school year, the state Legislature implemented a new mid-year reporting process for the Local Control and Accountability Plan (LCAP). The purpose of this report is to provide information to the public for community and educational partners to understand the district's progress.

Financial Considerations: This mid-year review includes an update on the funds expended in support of the LCAP as of the First Interim budget information presented to the Board this fall.

LCAP Goal(s): This mid-year review also includes an update on the implementation status and related outcomes.

Documents Attached:

1. Local Control and Accountability Plan (LCAP) Mid-Year Update Executive Summary
2. 2023-24 LCAP Mid-Year Update Available Metrics

Estimated Time of Presentation: 15 minutes
Submitted by: Mary Hardin Young, Interim Deputy Superintendent
 Ed Eldridge, EdD, Executive Director, LCAP
Approved by: Mary Hardin Young, Interim Deputy Superintendent

Board of Education Executive Summary

Deputy Superintendent's Office

Local Control and Accountability Plan (LCAP) Mid-Year Update

February 15, 2024



I. Background

Beginning with the 2023-24 school year, the state Legislature implemented a new mid-year reporting process for the Local Control and Accountability Plan (LCAP). The purpose of this report is to provide information to the public for community and educational partners to understand the district's progress.

II. Driving Governance:

Effective beginning with the 2023-24 school year, statute (Education Code §52062 (a) (6) (A) (B)) requires the superintendent of the school district to present a report on the annual update to the Local control and accountability plan (LCAP) and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled meeting of the governing board of the school district.

The report must include all available midyear outcome data related to metrics identified in the current year's local control and accountability plan.

Additionally, the report must include all available midyear expenditure and implementation data on all actions identified in the current year's local control and accountability plan.

III. Budget:

This mid-year report of the district's 2023-24 LCAP progress includes expenditure data aligned to the First Interim budget reporting, consistent with the information reported to the Board in December 2023.

IV. Goals, Objectives and Measures:

The Equity, Access, and Social Justice Guiding Principle states, "all students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options." This guiding principle demands that data be used to transparently assess students by name, by need, and by inequities, and it serves as the moral call to action to build on the district's foundation while striving for continuous improvement. The 2023-24 LCAP is the third and final year in the current three-year LCAP cycle.

The key components of the current LCAP include:

- An overview of the district's context
- The district's current 11 goals
- The actions/services that the district will implement to achieve those goals and their projected costs
- The metrics that will be used to determine success and the targeted outcomes for each metric
- Analysis of outcomes and expenditures from the previous year
- Description of how the district is increasing/improving services for unduplicated students
- Description of how educational partner input was solicited, summary of key input, and how it influenced the plan

The California School Dashboard represents a common tool that educational partners may use to understand student progress and achievement in the context of the state's priorities. Every local educational agency (LEA) and all public schools in California are represented by a Dashboard.

The following measures are included in the Dashboard:

Board of Education Executive Summary

Deputy Superintendent's Office

Local Control and Accountability Plan (LCAP) Mid-Year Update

February 15, 2024



State Indicators	Local Indicators
<ul style="list-style-type: none">• Graduation Rate• Suspension Rate• English Learner Progress Indicator• Student Achievement (ELA/Math)• College/ Career Indicator• Chronic Absenteeism	<ul style="list-style-type: none">• Basic Services• Implementation of State Standards• Parent Involvement• School Climate• Course Access

The State Indicators are reported through established channels such as the California Longitudinal Pupil Achievement Data System (CALPADS). The state does not collect data for Local Indicators.

Local Indicators only appear on the district level Dashboard. School Dashboards do not include Local Indicators, except for the district's dependent (locally-funded) charter schools. All charter schools in the state are regarded as a Local Educational Agency and report their Local Indicator data on their own LEA-level Dashboard.

Unlike the State Indicators, which provide a color-based performance rating based on status and change, the rating system for Local Indicators consists of these three terms: "Met," "Not Met," or "Not Met for Two Years." To receive the rating of "Met," an LEA must do the following:

- Measure progress based on locally available information;
- Use the self-assessment tools provided by the State Board of Education;
- Report the results to the governing board and stakeholders at a regularly-scheduled meeting

V. Major Initiatives:

The state's accountability and continuous improvement system is based on a three-tiered framework, with the first tier consisting of resources and assistance available to all LEA. The second tier of assistance is called Differentiated Assistance, and this is required by stated to provide districts support with student groups and Dashboard areas that meet certain eligibility criteria (i.e. typically exhibiting high need in two Dashboard areas).

The mid-year update incorporates the results of the district's 2023 California School Dashboard (Dashboard) released on December 15, 2023. The results from the Dashboard informed several of the mid-year metrics and is also being used by the district to inform the development of the 2024-25 LCAP in a manner that addresses each LCFF Priority and areas of high need as demonstrated by a Red rating or Very Low status rating in the College / Career Indicator.

VI. Results:

See attached 2023-24 LCAP Mid-Year Update Available Metrics and the 2023-24 LCAP Mid-Year Update presentation.

Metric	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
<p>1A</p> <p>Graduation Rate</p> <p>Percentage of students who received a High School Diploma within 4 or 5 years of entering 9th grade</p> <p>Note: Results do not include Charter Schools</p>	<p>2022 Graduation Rate</p> <p>ALL: 87.8 FY: 55.6 HY: 62.5 EL: 76.9 SED: 86.5 SWD: 74.5 AA: 84.7 AI/AN: 70.6 A: 93.7 H/L: 85.3 F: 98.2 PI: 85.9 W: 87.9 TOM: 90.4</p> <p>Source: Five-Year Graduation Rate in California School Dashboard Released in 2022-23</p>	<p>2023 Graduation Rate</p> <p>ALL: 83.8 FY: 57.1 HY: 59.2 EL: 72.1 SED: 81.7 SWD: 67 AA: 74 AI/AN: 72.2 A: 92.1 H/L: 82.1 F: 87.2 PI: 72.7 W: 87.7 TOM: 84.7</p> <p>Source: Five-Year Graduation Rate in California School Dashboard Released in 2023-24</p>	<p>SCUSD's aims to accelerate an increase in Graduation Rates for all student groups achieving below the level of 'All students' so that they are, at a minimum, achieving an 85% rate. This will address the historically disparate outcomes and have the largest impact on improving the 'All students' rate.</p> <p>This is a mid-year data point based on the California School Dashboard, which is typically released in December of each year.</p>
<p>1B</p> <p>On-Track Graduation Status</p> <p>Percentage of 9th-12th grade students on track for graduation considering course completion and current course enrollment</p> <p>Note: 2020-21 data is to 4.5.21 2021-22 data is to 3.29.22.</p>	<p>2022-23 On-Track Graduation Status</p> <p>ALL: 50.9 EL: 33.3 FY: 21.3 HY: 21.9 SWD: 33.4 AA: 38.2 AI/AN: 38.5 A: 66.9 F: 66.8 H/L: 44.9 PI: 36.8 W: 58 TOM: 50.9</p> <p>Source: Graduation On-Track Status Indicator 6148 Retrieved from the PTAI Counseling Dashboard</p>	<p>2023-24 On-Track Graduation Status</p> <p>ALL: 59.5 EL: 45.1 FY: 28.9 HY: 46.8 SWD: 48.2 AA: 50.2 AI/AN: 64.6 A: 72.2 F: 72.5 H/L: 56.6 PI: 50.6 W: 58.7 TOM: 62.6</p> <p>Source: Graduation On-Track Status Indicator 6148 Retrieved January 8, 2024, from the PTAI Counseling Dashboard</p>	<p>SCUSD's aims to accelerate an increase in On-Track Graduation Rates for all student groups achieving below the level of 'All students' so they are at a minimum achieving a 70% rate. This will address the historically disparate outcomes and have the largest impact on improving the 'All students' rate.</p>
<p>1C</p> <p>College/Career Indicator</p> <p>Percentage of graduates who</p>	<p>College/Career Indicator – Not available for California School Dashboard Released in 2022-23</p>	<p>2022-23 College/Career Prepared</p> <p>ALL: 33.2 EL: 12.3 FY: 0</p>	<p>SCUSD's aims to accelerate an increase in College/Career Preparedness for all student groups achieving below the level of 'All students' so that they are, at a</p>

<p>are placed in the 'Prepared' Level on the Dashboard</p> <p>Source: California School Dashboard</p> <p>Note: Results do not include Charter Schools</p>		<p>HY: 9.8 SED: 27.4 SWD: 6.9 AA: 12.6 AI/AN: N/A A: 46.2 F: 35.9 H/L: 28.8 PI: 15.4 W: 46.9 TOM: 41.6</p> <p>Source: College/Career Indicator in California School Dashboard Released in 2023-24</p>	<p>minimum, achieving a 30% rate. This will address the historically disparate outcomes and have the largest impact on improving the 'All students' rate.</p>
<p>1D</p> <p>A-G Completion</p> <p>Percentage of graduating cohort who met UC/CSU Requirements</p> <p>Source: CDE Dataquest Reporting</p> <p>Note: Results do not include Charter Schools</p> <p>*Data is not shown to protect students privacy. There are less than the minimum of 10 students in the co-hort for this data point.</p>	<p>2021-22 A-G Completion</p> <p>ALL: 49.6 EL: 27.2* FY: 6.7* HY: 15.4* SED: 44.2* SWD: 18* AA: 36.1* AI/AN: 10* A: 65.8* F: 67.3* H/L: 42.5* PI: 22 W: 54.9* TOM: 54.6*</p> <p>*Update noted during 2023-24 Mid-Year Update.</p> <p>Source: Four-Year Adjusted Cohort Graduation Rate Released in 2022-23 (No Charter Schools)</p>	<p>2022-23 A-G Completion</p> <p>ALL: 51.1 EL: 35.7 FY: 9.1 HY: 19.6 SED: 45.2 SWD: 16.6 AA: 30.0 AI/AN: 25.0 A: 67.7 F: 73.5 H/L: 42.3 PI: 51.1 W: 64.5 TOM: 54.4</p> <p>Source: Four-Year Adjusted Cohort Graduation Rate Released in 2023-24 (No Charter Schools)</p>	<p>SCUSD's aims to accelerate an increase in A-G Completion for all student groups achieving below the level of 'All students' so that they are, at a minimum, achieving an 50% rate. This will address the historically disparate outcomes and have the largest impact on improving the 'All students' rate.</p> <p>This is a mid-year data point based on prior year graduation results released via Dataquest in early spring.</p>
<p>1E</p> <p>On-Track A-G Status</p> <p>Percentage of 9th-12th grade students on track for A-G considering course completion (does not include courses in</p>	<p>2022-23 On-Track A-G Status</p> <p>ALL: 43 EL: 22 FY: 6.6 HY: 10.4 SED: 21.1 SWD: 15.8 AA: 25.2</p>	<p>2023-24 On-Track A-G Status</p> <p>ALL: 60.6 EL: 39.6 FY: 34.1 HY: 43.8 SWD: 36.4 AA: 48.9 AI/AN: 59.2</p>	<p>SCUSD's aims to accelerate an increase in On-track A-G rates for all student groups achieving below the level of 'All students' so that they are, at a minimum, achieving a 50% rate. This will address the historically disparate outcomes and have the largest impact on improving the 'All students' rate.</p>

<p>progress)</p> <p>Source: SCUSD Internal Dashboard</p> <p>Note: 2020-21 data is to 4.5.21. 2021-22 Data is to 3.29.22.</p>	<p>AI/AN: 21.2 A: 61.3 F: 63.9 H/L: 34.8 PI: 24.1 W: 56.3 TOM: 48.8</p>	<p>A: 75.3 F: 73.2 H/L: 54.8 PI: 48.4 W: 67 TOM: 67.4</p> <p>Source: A-G On-Track Status Indicator 6148 Retrieved January 19, 2024, from the PTAI Counseling Dashboard</p>	
<p>1J</p> <p>Certificate of Completion</p> <p>Percentage of Students with Disabilities in the 4-year adjusted cohort receiving a Diploma (D) and Certificate of Completion (CC)</p> <p>Source: CDE Dataquest Reporting</p> <p>Note: Results do not include Charter Schools</p>	<p>2021-22 Special Ed</p> <p>Diploma</p> <p>ALL SWD: 73.8* EL: 77.7* FY: 54.5 HY: 58.3 SED: 72.7* AA: 71.2* AI/AN: N<11 A: 85.7* F: N<11 H/L: 76.1* PI: N<11 W: 65.7* TOM: 78.9*</p> <p>2021-22 Certificate of Completion</p> <p>ALL SWD: 10* EL: 8* FY: 18.2* HY: 9* SED: 9.7* AA: 8.7* AI/AN: N<11 A: 9.5* F: N<11 H/L: 9* PI: N<11 W: 11.9* TOM: 10.5*</p> <p>*Update noted during 2023-24 Mid-Year Update.</p>	<p>2022-23 Special Ed</p> <p>Diploma</p> <p>ALL SWD: 66.4 EL: 61.1 FY: 62.5 HY: 44.4 SED: 65.4 AA: 60.8 AI/AN: N<11 A: 77.3 F: N<11 H/L: 68.3 PI: N<11 W: 64.3 TOM: 0.0</p> <p>2022-23 Certificate of Completion</p> <p>ALL SWD: 11.5 EL: 12.0 FY: 12.5 HY: 16.7 SED: 11.6 AA: 13.4 AI/AN: N<11 A: 11.4 F: N<11 H/L: 8.5 PI: N<11 W: 17.9 TOM: 6.3</p> <p>Source: Four-Year Adjusted Cohort Outcome Released in 2023-24 (No Charter Schools)</p>	<p>The district's desired outcome is to increase the percentage of students with disabilities who earn a diploma AND for 100% of students to earn a diploma OR certificate of completion, with earning a diploma as the prioritized outcome.</p> <p>Note: As the percentage of students who earn a diploma increases, the percentage of students who are able to earn a certificate of completion will decrease (a student cannot receive both).</p>

	Source: Four-Year Adjusted Cohort Outcome Released in 2022-23 (No charter Schools)		
<p>1K</p> <p>State Seal of Biliteracy (SSB)</p> <p>Percentage of graduates earning the State Seal of Biliteracy (SSB)</p> <p>Source: CDE Dataquest Reporting</p> <p>Note: Results do not include Charter Schools</p> <p>*Data is not shown to protect student privacy. There are less than the minimum of 10 students in the cohort for this data point.</p>	<p>2021-22 Graduates with Seal of Biliteracy</p> <p>ALL: 12.1* EL: 4.5* FY: 0* HY: 5.8* SED: 11.2* SWD: 2.4* AA: 4.3* AI/AN: 0 A: 14.3* F: 18.2* HL: 14.2* PI: 2 W: 12.9* TOM: 5.9*</p> <p>*Update noted during 2023-24 Mid-Year Update.</p> <p>Source: Four-Year Adjusted Cohort Graduation Rate Released in 2022-23 (No Charter Schools)</p>	<p>2022-23 Graduates with Seal of Biliteracy</p> <p>ALL: 15.8 EL: 4.0 FY: 0.0 HY: 7.8 SED: 13.5 SWD: 2.5 AA: 3.0 AI/AN: 8.3 A: 15.4 F: 17.6 HL: 18.8 PI: 0.0 W: 19.3 TOM: 16.9</p> <p>Source: Four-Year Adjusted Cohort Graduation Rate Released in 2023-24 (No Charter Schools)</p>	<p>2023-24 Graduates with Seal of Biliteracy</p> <p>ALL: 30 EL: 30 FY: 30 HY: 30 SED: 30 SWD: 30 AA: 30 AI: 30 A: 30 F: 30 HL: 30 PI: 30 W: 30 TOM: 30</p>
<p>1M</p> <p>IB Exam Performance</p> <p>Percentage of all International Baccalaureate (IB) Exams taken that are passed with a score of 4+ (out of a total possible score of 7)</p> <p>Source: School Site Reporting</p>	<p>2022-23 IB Exam Performance (Percent Scored 4+)</p> <p>17.7</p> <p>Source: SCI Analysis of Luther Burbank / Umoja IB Academy May 2022 IB Exams Reported in 2022-23 by GATE Office 2021-22 IB Diploma Completion Not reporting this metric</p>	<p>2023-24 IB Exam Performance (Percent Scored 4+)</p> <p>23.0</p> <p>Source: SCI Analysis of Luther Burbank / Umoja IB Academy May 2023 IB Exams Reported in 2023-24 by GATE Office</p>	<p>2023-24 Actual IB Exam Performance (Percent Scored 4+)</p> <p>36</p>
<p>1N</p> <p>IB Diploma Completion</p> <p>Percentage of Diploma Programme candidates that complete the full International Baccalaureate (IB) Diploma</p> <p>Source: School Site Reporting</p>	<p>2021-22 IB Diploma Completion Not reporting this metric</p>	<p>A collaborative review of IB data in Spring 2023 revealed that this data point is not tracked in a standard and consistent method. As a result, this metric is unavailable and will need to be reevaluated for inclusion in the LCAP.</p>	<p>2023-24: 24</p>

<p>10 ELA Early Assessment Program(EAP)</p> <p>Percentage of 11th grade students Exceeding Standard on the English Language Arts (ELA) State Assessment</p> <p>Source: CAASPP Reporting</p> <p>Note: Results do not include Charter Schools</p>	<p>2021-22 ELA Early Assessment Program (EAP)</p> <p>ALL: 15.9* EL: 0.3* FY: No data, N<11 HY: 0.0* SED: 10.3* SWD: 1.1* AA: 2.6* AI/AN: No data, N<11 A: 21.3* F: 15.2* HL:10.7* PI: 8.8* W 27.9* TOM: 32.3*</p> <p>*Data updated during Mid-Year Review to reflect percent of students exceeding standards as opposed to those exceeding and meeting standards.</p> <p>Source: Dataquest CAASPP Grade 11, Non-Charter Schools Report Released in 2022-23</p>	<p>2022-23 ELA Early Assessment Program (EAP)</p> <p>ALL: 15.4 EL: 0.2 FY: No data, N<11 HY: 0.0 SED: 10.7 SWD: 1.3 AA: 6.6 AI/AN: No data, N<11 A: 19.3 F: 27.9 HL: 10.1 PI: 6.1 W: 27.4 TOM: 24.7</p> <p>Source: Dataquest CAASPP Grade 11, Non-Charter Schools Report Released in 2023-24</p>	<p>2023-24 ELA Early Assessment Program (EAP)</p> <p>ALL: 43 EL: 27 FY: 27 HY: 27 SED: 38 SWD: 30 AA: 33 AI: 45 A: 44 F: 48 HL: 39 PI: 31 W: 54 TOM: 56</p>
<p>1P Math Early Assessment Program (EAP)</p> <p>Percentage of 11th grade students Exceeding Standard on the Mathematics State Assessment</p> <p>Source: CAASPP Reporting</p> <p>Note: Results do not include Charter Schools</p>	<p>2021-2022 Math Early Assessment Program (EAP)</p> <p>ALL: 7.1* EL: 0.3* FY: No data, N<11 HY: 0 SED: 3.7* SWD: 0* AA: 0.8* AI/AN: No data, N<11 A: 11.6* F: 6.3* HL: 2.7* PI: 0* W: 14.1* TOM: 18.3*</p> <p>*Data updated during Mid-Year Review to reflect percent of students exceeding</p>	<p>2022-23 Math Early Assessment Program (EAP)</p> <p>ALL: 6.2 EL: 9 FY: No data, N<11 HY: 0 SED: 3.5 SWD: 1 AA: 3.4 AI/AN: No data, N<11 A: 10.8 F: 4.8 HL: 2.5 PI: 0 W: 11.7 TOM: 11.3</p> <p>Source: Dataquest CAASPP Grade 11, Non-Charter Schools Report Released in 2023-24</p>	<p>2023-24 Math Early Assessment Program (EAP)</p> <p>ALL: 34 EL: 28 FY: 27 HY: 27 SED: 31 SWD:28 AA: 28 AI: 27 A: 38 F: 36 HL: 31 PI: 27 W: 42 TOM: 39</p>

	standards as opposed to those exceeding and meeting standards. Source: Dataquest CAASPP Grade 11, Non-Charter Schools Report Released in 2022-23		
1Q Post-secondary tracking of Students with Disabilities Percentage of students with confirmed responses to staff outreach following graduation/ matriculation from SCUSD Source: Special Education department	2020-21: 95.47% Statewide Target: > 87% Source: SpED Annual Performance Report (APR) Released in June 2022, Any Employment or Education Note: APR includes dependent charter data	2021-22: 98.10% Statewide Target: > 87.5% Source: SpED Annual Performance Report (APR) Released in June 2023, Any Employment or Education Note: APR includes dependent charter data	2023-24 Post-secondary tracking of Students with Disabilities 75
2A ELA State Assessment Average Distance from 'Standard Met' on English Language Arts (ELA) Smarter Balanced Summative Assessment for grades 3-8 and 11 Source: California School Dashboard Note: Results do not include Charter Schools	2021-22 CAASPP ELA Distance From Met ALL: -32.9 EL: -76.1 ELO: -104.4* RFEP: +21.1* FY: -115.2 HY: -52.6 SED: -60.5 A: -15.5 AA: -96.9 SWD: -116.7 AI/AN: -78.4 F: +14.3 H/L: -128.1 PI: -82.6 W: +22.1 TOM: -1.3 Source: ELA Academic Performance in California School Dashboard Released in 2022-23	2022-23 CAASPP ELA Distance From Met ALL: -34.8 EL: -84.2 ELO: -109 RFEP: +22.2 FY: -119.6 HY: -122.3 SED: -61 A: -18.3 AA: -91.9 SWD: -111.8 AI/AN: -76.1 F: +9.6 H/L: -54.6 PI: -74.4 W: +21.9 TOM: -6.7 Source: ELA Academic Performance in California School Dashboard Released in 2023-24	2023-24 CAASPP ELA Distance From Met ALL: -15.6 EL: -42.3 ELO: -72.9 RFEP: +16.9 FY: -60 HY: -64.2 SED: -32 SWD: -73.3 AA: -52.9 AI: -44.6 A: -3.9 F: +28.6 HL: -28.9 PI: -48.2 W: +40.1 TOM: +9.3
2B Math State Assessment Average Distance from 'Standard Met' on Mathematics Smarter Balanced Summative Assessment for grades 3-8 and 11	2021-22 CAASPP Math Distance From Met ALL: -69.4 EL: -102.6 ELO: -126.7* RFEP: -20* FY: -127.6 HY: -156.3* SED: -96.3	2022-23 CAASPP Math Distance From Met ALL: -67.3 EL: -106.5 ELO: -128.9 RFEP: -10.1 FY: -138.9 HY: -162.6 SED: -93	2023-24 CAASPP Math Distance From Met ALL: -35.6 EL: -54.7 ELO: -82 RFEP: -10.1 FY: -84.9 HY: -89.2

<p>Source: California School Dashboard</p> <p>Note: Results do not include Charter Schools</p>	<p>SWD: -147.3 AA: -139.5 AI/AN: -114.8 A: -41.2 F: -22.5 H/L: -92.2* PI: -114.5 W: -11.4 TOM: -40.3</p> <p>*Update noted during 2023-24 Mid-Year Update.</p> <p>Source: Math Academic Performance in California School Dashboard Released in 2022-23</p>	<p>SWD: -141.4 AA: -132 AI/AN: -103.5 A: -38.5 F: -31.2 H/L: -91.2 PI: -112.2 W: -8.8 TOM: -36.2</p> <p>Source: Math Academic Performance in California School Dashboard Released in 2023-24</p>	<p>SED: -51.4 SWD: -94.1 AA: -78 AI: -71.9 A: -14.4 F: -2.3 HL: -50.9 PI: -67 W: +18.4 TOM: -15.6</p>
<p>2C</p> <p>California Science Test (CAST)</p> <p>Percentage of students Meeting or Exceeding Standards on CAST (Grades 5, 8, 12)</p> <p>Source: CDE Dataquest Reporting</p> <p>Note: Results do not include Charter Schools</p>	<p>2021-22 CAST Students standards/Exceeded Met</p> <p>ALL: 25* EL: 2.9* FY: 25* HY: 4.6* SED: 16.3* SWD: 8.9* A: 31.9* AA: 9.2* AI/AN: 16.2* HL: 4.6 F: 38.2* PI: 8.0* W: 46.6* TOM: 34.1*</p> <p>*Update noted during 2023-24 Mid-Year Update.</p> <p>Source: CAASPP Science, Non- Charter Schools Released in 2022-23</p>	<p>2022-23 CAST Students Standards/Exceeded Met</p> <p>ALL: 25.5 EL: 2.7 FY: 0 HY: 10.2 SED: 17.1 SWD: 9.5 A: 31.3 AA: 7.8 AI/AN: 13.7 HL: 17.4 F: 41.1 PI: 8.9 W: 46.4 TOM: 38.4</p> <p>Source: CAASPP Science, Non- Charter Schools Released in 2023-24</p>	<p>2023-24 CAST Students Standards/Exceeded Met</p> <p>ALL: 45 EL: 28 FY: 33 HY: 33 SED: 40 SWD: 32 AA: 34 AI: 42 A: 50 F: 53 HL: 39 PI: 35 W: 60 TOM: 53</p>
<p>2D</p> <p>English Learner Progress Indicator (ELPI)</p> <p>Percentage of English Learners making progress towards proficiency on the English Language Proficiency Assessments for California</p>	<p>2021-22 English Learner Progress</p> <p>46% of ELs are making progress towards proficiency.</p> <p>% of ELs Decreased in at Least 1 ELPI Level: 18.5</p> <p>% of ELs who Maintained ELPI Levels 1, 2L,</p>	<p>2022-23 English Learner Progress</p> <p>43.2% of ELs are making progress towards proficiency.</p> <p>% of ELs Decreased in at Least 1 ELPI Level: 17.4</p> <p>% of ELs who Maintained ELPI Levels 1, 2L,</p>	<p>2023-24 English Learner Progress</p> <p>55.6% of ELs will progress at least 1 ELPI Level AND</p> <p>59.1% of ELs overall will make progress</p>

<p>(ELPAC)</p> <p>Source: California School Dashboard</p> <p>Note: Results do not include Charter Schools</p>	<p>3L, 3H: 35.4 %of ELs who Maintained ELPI Level 4: 3.3</p> <p>%of ELs who Progressed at Least One ELPI Level: 42.7</p> <p>Source: English Learner Progress Indicator in California School Dashboard Released in 2022-23</p>	<p>3L, 3H: 38.6</p> <p>% of ELs who Maintained ELPI Level 4: 3.1</p> <p>% of ELs who Progressed at Least One ELPI Level: 39.5</p> <p>Source: English Learner Progress Indicator in California School Dashboard Released in 2023-24</p>	
<p>2E</p> <p>Reclassification Rate</p> <p>Percentage of English Learners reclassified to Fluent English Proficient (RFEP)</p> <p>Source: District ME Analysis based on Student Information System Records</p> <p>Note: Results do not include Charter Schools</p>	<p>2021-22 RFEP Rate: 4.1*</p> <p>*Update noted during 2023-24 Mid-Year Update.</p> <p>Source: District ME Analysis based on Student Information System Records</p>	<p>2022-23 RFEP Rate: 5.8</p> <p>Source: District ME Analysis based on Student Information System Records</p>	<p>2023-24: Reclassification rate will be within .5% of the state reclassification average</p> <p>Rate will be at least 13.3% based on 2019-20 state rate of 13.8%</p>
<p>2G</p> <p>Advanced Placement (AP) Pass Rate 1</p> <p>Percentage of students in grades 10-12 that passed at least 1 AP Exam with a score of 3 or more</p> <p>Source: District TS Analysis based on CALPADS</p> <p>Note: Spring 2020 AP Exams were modified and administered online due to COVID-19</p>	<p>2021-22 Advanced Placement (AP) Students Passing 1 or More AP Tests</p> <p>ALL: 17.9 EL: 6.2 FY: 0 HY: 2.1 SED: 12.2 SWD: 2.2 AA: 9.1 AI/AN: 8.5 A: 24.5 F: 29.3 H/L: 14.4 PI: 4.5 W: 26.1 TOM: 22.2</p> <p>Source: District TS Analysis based on CALPADS</p>	<p>2022-23 Advanced Placement (AP) Students Passing 1 or More AP Tests</p> <p>ALL: 12.6 EL: 2.4 FY: 2.1 HY: 0 SED: 7.5 SWD: 1.3 AA: 4.5 AI/AN: 0 A: 19.3 F: 15.5 H/L: 8.7 PI: 2.5 W: 2.2 TOM: 18.7</p> <p>Source: District TS Analysis based on CALPADS</p>	<p>2023-24 Advanced Placement (AP) Students Passing 1 or More AP Tests</p> <p>ALL: 20 EL: 8 FY: 2 HY: 3 SED: 16 SWD: 5 AA: 5 AI: 3 A: 20 F: 20 HL: 15 PI: 3 W: 20 TOM: 20</p>

<p>2H</p> <p>Advanced Placement (AP) Pass Rate 2</p> <p>Percentage of ALL Advanced Placement (AP) Exams taken by students in grades 10-12 that were passed with a score of 3 or more</p> <p>Source: District TS Analysis based on CALPADS</p>	<p>2021-22 Advanced Placement (AP) Students Passing 1 or More AP Tests</p> <p>ALL: 47.9* EL: 38.5* HY: 0* FY: 0* SED: 43.8* SWD: 43.5* A: 48.9* AA: 29.7* AI/AN: 33.3* F: 50.8* H/L: 44.2* PI: 18.2* W: 54.4* TOM: 54.1*</p> <p>*Update noted during 2023-24 Mid-Year Update.</p> <p>Source: District TS Analysis based on CALPADS</p>	<p>2022-23 Advanced Placement (AP) Students Passing 1 or More AP Tests</p> <p>ALL: 30 EL: 8 HY: 0 FY: 0 SED: 22.7 SWD: 11.8 A: 35 AA: 18 AI/AN: 0 F: 30 H/L: 22.7 PI: 15.4 W: 35.5 TOM: 36.7</p> <p>Source: District TS Analysis based on CALPADS</p>	<p>2023-24 Advanced Placement (AP) Students Passing 1 or More AP Tests</p> <p>ALL: 67</p>
<p>2J</p> <p>GATE Identification</p> <p>Percentage of first grade students identified for Gifted and Talented Education (GATE) program relative to overall 1st grade by student group</p> <p>Source: SCUSD Advanced Learning Department</p>	<p>2021-22 GATE Identification for Grade 1 Students</p> <p>ALL:15 EL: 5 HY:N/A FY:N/A SED:8 SWD:5 A:18.3 AA:4.7 AI:7.6 H/L:9.4 PI:5.5 W:34 TOM:23.7</p>	<p>2022-23 GATE Identification for Grade 1 Students</p> <p>ALL:16.3 EL: 8.7 HY: 1.2 FY: 0 SED: 9.5 SWD: 8.8 A: 20.3 AA: 4.7 AI: 5.3 H/L: 10.6 PI: 0 W: 31.1 TOM: 21.9</p> <p>Source: GATE Demographics Retrieved 20231204 (Illuminate#15837) Based on 2023-24 Grade 2 Students</p> <p>Note: This is a lagging indicator as new GATE student records are not updated as qualifying in the program until after their Grade 1 school</p>	<p>Percentage of students newly identified as GATE during the 1st grade will be comparable to each group's proportion of the overall 1st grade population.</p>

		year.	
2K GATE Demographics Percentage of students in grades 2-12 identified for Gifted and Talented Education (GATE) program relative to overall grade 2-12 student population by student group Source: Advanced Learning Department	2021-22 GATE Demographics for Grade 2-12 Students ALL:15 EL: 5 HY:N/A FY:N/A SED:8 SWD:5 A:18.3 AA:4.7 AI:7.6 H/L:9.4 PI:5.5 W:34 TOM:23.7 Source: Advanced Learning Department	2023-24 GATE Demographics for Grade 2-12 Students ALL:18.1 EL: 3.9 HY: 2.9 FY: 4.3 SED: 11.4 SWD: 7.3 A: 21.3 AA: 5.2 AI: 10.7 H/L: 12.2 PI: 6.2 W: 35.1 TOM: 27.1 Source: GATE Demographics Retrieved 20231204 (Illuminate #15837)	Percentage of students within each student group who are identified as GATE will be comparable to each group's proportion of the overall student population (grades 2-12).
2L State Standards Implementation Survey Percentage of respondents indicating 'Fully Implementing' or 'Fully Implementing with Sustainability' by survey domain Source: Local Survey of Administrators	2021-22 State Standards Implementation Survey Percentage of respondents indicating 'Fully Implementing' or 'Fully Implementing with Sustainability' by survey domain Providing Professional Learning: 21 Identifying Professional Learning Needs: 13 Providing Standards Aligned Materials: 51 Implementing Standards: 20 Implementing Policies or Programs to help staff identify areas of improvement: 4 Source: Local Survey of Administrators	2022-23 State Standards Implementation Survey Percentage of respondents indicating 'Fully Implementing' or 'Fully Implementing with Sustainability' by survey domain Providing Professional Learning: 28 Identifying Professional Learning Needs: 21 Providing Standards Aligned Materials: 54 Implementing Standards: 32 Implementing Policies or Programs to help staff identify areas of improvement: 10 Source: Local Survey of Administrators	2023-24 State Standards Implementation Survey Percentage of respondents indicating 'Fully Implementing' or 'Fully Implementing with Sustainability' by survey domain Providing Professional Learning: 100 Identifying Professional Learning Needs: 100 Providing Standards-Aligned Materials: 100 Implementing Standards: 100 Implementing Policies or Programs to help staff identify areas of improvement: 100
2P District Common Assessment Performance (ELA)	2022-23 Interim 2 DCA ELA Percentage Correct Rate: ALL: 34 EL: 23	Note: The district is no longer using the district-created district common assessment for ELA and has adopted the use of i-Ready. As a result, the results are not comparable to the 2022- 23 results.	2023-24: ALL: 66 EL: 56 FY: 56

<p>Percentage of correct responses on the second Interim District Common Assessment for English Language Arts (ELA)</p> <p>Source: District Analysis</p> <p>Note: The iReady is being considered for districtwide use. If selected, this metric will be realigned.</p>	<p>FY: 6* HY: 15* SED: 32 SWD: 25 AA: 22 AI:17 A: 27 HL: 32 PI: 25 W: 30 TOM: 28</p> <p>*Update noted during 2023-24 Mid-Year Update.</p> <p>Source: UCM CEP Interim District Common Assessment Accessibility Dashboard</p>		<p>HY: 56 SED: 62 SWD: 57 AA: 59 AI: 62 A: 68 HL: 63 PI: 60 W: 74 TOM: 71</p>
<p>2Q</p> <p>Third Grade Reading Proficiency (State Assessment)</p> <p>Percentage of third grade students above standard on the Reading-specific domain of the state's ELA assessment</p> <p>Source: California Assessment of Student Performance and Progress (CAASPP)</p> <p>Note: Results do not include Charter Schools</p>	<p>2021-22 CAASPP ELA Grade 3 Reading Above Standard:</p> <p>ALL: 16* EL: 2* RFEP: 36* FY: N<11* HY: 0* SED: 9* SWD: 5* AA: 6* AI: N<11* A: 14* F: N<11* HL: 7* PI: 9* W: 32* TOM: 23**</p> <p>Update noted during 2023-24 Mid-Year Update.</p> <p>Source: CAASPP ELA, Non-Charter Schools Released in 2022-23</p>	<p>2022-23 CAASPP ELA Grade 3 Reading Above Standard:</p> <p>ALL: 15 EL: 3 RFEP: 45 FY: N<11 HY: 0 SED: 8 SWD: 8 AA: 5 AI: N<11 A: 14 F: 24 HL: 10 PI: 7 W: 29 TOM: 19</p> <p>Source: CAASPP ELA, Non-Charter Schools Released in 2023-24</p>	<p>The district's desired outcome for this metric is that 100% of all students and all student groups will exceed the standard on the reading-specific domain of the state's ELA assessment.</p>

<p>2R</p> <p>Third Grade Reading Proficiency (District Assessment)</p> <p>Percentage of students achieving proficiency on the Reading-specific domain of the district's local ELA assessment</p> <p>Source: District Common Assessments</p>	<p>ELA Grade 3 Reading Domain Only Assessment</p> <p>The reporting system does not contain this metric contemplated. The district is no longer using the district-created district common assessment for ELA and has adopted the use of i-Ready.</p>	<p>ELA Grade 3 Reading Domain Only Assessment</p> <p>The reporting system does not contain this metric contemplated. The district is no longer using the district-created district common assessment for ELA and has adopted the use of i-Ready.</p>	<p>The district's desired outcome for this metric is that 100% of all students and all student groups will achieve proficiency on the reading-specific domain of the district's local ELA assessment.</p>
<p>2T</p> <p>Least Restrictive Environment</p> <p>Rate of students with disabilities in Regular Class more than 80% of the time and less than 40% of the time.</p> <p>Source: SpED Annual Performance Report (APR)</p>	<p>2020-21</p> <p>LRE Rate: In Regular Class more than 80%: 55.73%</p> <p>LRE Rate: In Regular Class less than 40%: 23.61%</p> <p>Source: SpED Annual Performance Report (APR) Released in June 2022</p> <p>Note: APR includes dependent charter data</p>	<p>2021-22</p> <p>LRE Rate: In Regular Class more than 80%: 58.94%</p> <p>LRE Rate: In Regular Class less than 40%: 24.61%</p> <p>Source: SpED Annual Performance Report (APR) Released in June 2023</p> <p>Note: APR includes dependent charter data</p>	<p>2023-24</p> <p>Percent of students with disabilities spending more than 80% of the time in regular class: 61</p> <p>Percent of students with disabilities spending less than 40% of the time in regular class: 20</p>

<p>3B</p> <p>Chronic Absenteeism Rate</p> <p>Percentage of students in grades K-8 who were absent for 10% or more of the total instructional days</p> <p>Source: California School Dashboard</p> <p>Note: 18-19 data is from the 2019 Dashboard. 19-20 and 20-21 data are internal analyses 2019-20 is to 2.28.20. 2020-21 is to 4.5.21.</p> <p>Note: 2021-22 Mid-Year data is an internal analysis to 6.1.2022 and includes students K-12 and dependent charter schools.</p>	<p>2021-22 Chronic Absenteeism Rate EOY ALL</p> <p>K-8: 36.9 EL: 33.4 FY: 56.6 HY: 79.4 SED: 44.6 SWD: 45.1 AA: 56.7 AI: 57.5 A: 22.3 F: 18 HL: 42.8 PI: 54.1 W: 23.3 TOM: 36.2</p> <p>Source: Chronic Absenteeism in California School Dashboard Released in 2022-23</p>	<p>2022-23 Chronic Absenteeism Rate EOY ALL</p> <p>K-8: 29.2 EL: 24.4 FY: 42.4 HY: 72.1 SED: 34.9 SWD: 36.9 AA: 48.8 AI: 44.5 A: 14.4 F: 15.2 HL: 33.7 PI: 40.9 W: 19.8 TOM: 29</p> <p>Source: Chronic Absenteeism in California School Dashboard Released in 2023-24</p>	<p>2023-24:</p> <p>ALL: 8 EL: 6.1 FY: 15.6 HY: 31.2 SED: 9 SWD: 9.3 AA: 14.7 AI: 11.9 A: 3 F: 4.4 HL: 8.6 PI: 13.4 W: 5.8 TOM: 8.1</p>
<p>3C</p> <p>Chronic Absenteeism Interventions</p> <p>Percentage of students who are at-risk of being chronically absent and received two or more attendance interventions</p> <p>Source: SCUSD Performance Targeted Academic Index (PTAI)</p>	<p>2021-22 Chronically Absent (or At-Risk Chronically Absent) Who Received 2 or More Interventions</p> <p>ES: 38.7 MS: 34.9 HS: 60.9</p> <p>Source: SCUSD Performance Targeted Academic Index (PTAI) Chronic Absenteeism Indicator 5958</p>	<p>2023-24 Mid-Year Chronically Absent (or At-Risk Chronically Absent) Who Received 2 or More Interventions</p> <p>ES: 11.8 MS: 24.4 HS: 21.6</p> <p>Source: SCUSD Performance Targeted Academic Index (PTAI) Chronic Absenteeism Indicator 5958</p>	<p>2023-24:</p> <p>ES (K-6): 55 MS (7-8): 57 HS (9-12): 54</p>

<p>3D Attendance Interventions</p> <p>Percentage of students who had less than 95.9% attendance, received interventions, and had improved attendance by January 31</p> <p>Source: SCUSD Performance Targeted Academic Index (PTAI)</p>	<p>2022-23 Less 95.9% Attendance + Interventions + Improvement</p> <p>ES: 22.2 MS: 18 HS: 34.6 ALL: 24.9</p> <p>Source: SCUSD Performance Targeted Academic Index (PTAI) Chronic Absenteeism Indicator 5959</p>	<p>2023-24 Mid-Year Less 95.9% Attendance + Interventions + Improvement</p> <p>ES: 4.4 MS: 8.5 HS: 11.2 ALL: 7.9</p> <p>Source: SCUSD Performance Targeted Academic Index (PTAI) Chronic Absenteeism Indicator 5959</p>	<p>2023-24: ES (K-6): 44 MS (7-8): 46 HS (9-12): 42</p>
<p>3E Provision of Responsive Services</p> <p>Percentage of students who met an Attendance/Behavior indicator zone in the Early Identification and Intervention System (EIS) and had response services</p> <p>Source: SCUSD EIS (Indicator 14620)</p> <p>Note: 2020-21 data is to 4.5.21</p>	<p>2022-23 Intervention Received in Response to EIS Attendance / Behavior Indicator</p> <p>ALL: 46.8 EL: 61.6 FY: 88.9 HY: 95.5 SED: 54.2 SWD: 51.3 AA: 57.1 AI: 54.1 A: 50.7 F: 37.1 HL: 51.5 PI: 61.8 W: 25.5 TOM: 33.9</p> <p>Source: SCUSD Student Support Services Dashboard EIS Indicator 14620</p>	<p>2023-24 Mid-Year Intervention Received in Response to EIS Attendance / Behavior Indicator</p> <p>ALL: 75.1 EL: 82.6 FY: 91 HY: 89.8 SED: 77.3 SWD: 75.8 AA: 78.5 AI: 77.3 A: 71.4 F: 68.9 HL: 77.4 PI: 83.6 W: 71.8 TOM: 68.6</p> <p>Source: SCUSD Student Support Services Dashboard EIS Indicator 14620</p>	<p>For 2023-24, 100% of identified HY and FY will be provided responsive services.</p> <p>For all other groups, increases in support are dependent on staffing capacity. If current staffing levels are unchanged, service rates will be maintained, with the goal of increasing the level of service for those student groups with the most students in the 'purple' zone. If staffing levels are increased, targets will be established reflecting the increased staffing capacity.</p>
<p>3F High School Drop-out Rate</p> <p>Percentage of students in the 4-year adjusted cohort who drop out of high school</p> <p>Source: CDE Dataquest Reporting</p> <p>Note: Results do not include Charter Schools</p>	<p>2021-22 High School Drop-out Rate:</p> <p>All: 6.3* EL: 11.8* FY: 25 HY: 20.5* SED: 7.2* SWD: 7.3* AA: 6.9* AI/AN: 20* A: 2.9* F: 0 HL: 7.9*</p>	<p>2022-23 High School Drop-out Rate:</p> <p>All: 10 EL: 17.1 FY: 23.8 HY: 31.1 SED: 11.6 SWD: 12 AA: 14.5 AI/AN: 23.5 A: 4.4 F: 7.7 HL: 12</p>	<p>2023-24: ALL: 4.5 EL: 9.5 FY: 12.2 HY: 16.1 SED: 5 SWD: 5.7 AA: 7.1 AI/AN: 9.1 A: 1.8 F: 0 HL: 5.5 PI: 10.4</p>

	<p>PI: 11.9* W: 6.3* TOM: 4.6*</p> <p>*Update noted during 2023-24 Mid-Year Update.</p> <p>Source: Four-Year Adjusted Cohort Outcome Released in 2022-23 (No Charter Schools)</p>	<p>PI: 18.5 W: 6.7 TOM: 9.8</p> <p>Source: Four-Year Adjusted Cohort Outcome Released in 2023-24 (No Charter Schools)</p>	<p>W: 1.9 TOM: 6.1</p>
<p>4A</p> <p>Suspension Rate</p> <p>Percentage of students suspended 1 or more times during the school year</p> <p>Source: California School Dashboard</p> <p>Note: 2018-19 data reflects the 2019 Dashboard. 2019-20 data is from CDE Dataquest reporting. 2021-22 Mid-year data from internal district data system and to 6.1.22</p>	<p>2021-22 Suspension Rate</p> <p>ALL: 4.9* EL: 3.4* FY: 19.0* HY: 13.4* SED: 6.2* SWD: 8.1* AA: 12.4* AI: 7.3* A: 1.9* F: 3.9 HL: 4.6* PI: 5.1* W: 2.7* TOM: 5.8*</p> <p>*Update noted during 2023-24 Mid-Year Update.</p> <p>Source: CDE Dataquest Suspension Rate Report, Non- Charter</p>	<p>2022-23 Suspension Rate</p> <p>ALL: 6.2 EL: 4.3 FY: 17.3 HY: 13.3 SED: 7.5 SWD: 9.2 AA: 15.2 AI: 8.9 A: 2.4 F: 3.1 HL: 5.9 PI: 5.9 W: 3.8 TOM: 6.9</p> <p>Source: CDE Dataquest Suspension Rate Report, Non- Charter</p>	<p>2023-24:</p> <p>ALL: 2.7 EL: 1.7 FY: 9.8 HY: 4.7 SED: 3.3 SWD: 4.9 AA: 7.5 AI: 2.2 A: 0.7 F: 0.9 HL: 2.4 PI: 2.8 W: 1.5 TOM: 3.1</p>
<p>4B</p> <p>Suspension Disproportionality</p> <p>Percentage of students with 1 or more suspension whose student groups are disproportionately represented* among all suspended students.</p> <p>Source: CDE Dataquest *Includes AA and AI/AN students</p>	<p>2021-22* Suspension Rate AA/AIAN Disproportionality</p> <p>All: 33.9 K-3: 40.4 4-6: 35.6 7-8: 31.2 9-12: 34.5</p> <p>% of Total Enrollment by Grade Span</p> <p>All: 13.6 K-3: 11.8 4-6: 14.3 7-8: 13.89-12: 14.7</p> <p>**Update noted during 2023-24 Mid-Year</p>	<p>2022-23 Suspension Rate AA/AIAN Disproportionality</p> <p>All: 32.0 K-3: 34.5 4-6: 36.3 7-8: 28.7 9-12: 32.0</p> <p>% of Total Enrollment by Grade Span</p> <p>All: 13.1 K-3: 11.6 4-6: 13.5 7-8: 13.89-12: 14.0</p> <p>Source: CDE Dataquest Suspension Rate</p>	<p>The desired outcome for this metric is to eliminate all disproportionality in suspension This would result in African American and American Indian or Alaska Native students making up a percentage of all suspended students that is reflective of their proportional representation in the total student population.</p>

	Update Source: CDE Dataquest Suspension Rate Report, Non- Charter	Report, Non- Charter	
4C Expulsion Rate Percentage of students expelled at any time during the school year Source: CDE Dataquest	2021-22* Expulsion Rate ALL:.0* EL: 0* FY: 0 HY: 0 SED: 0* SWD: 0* AA:.0* AI/AN: 0 A: 0* F: 0* H/L:.0* PI: 0.1* W: 0 TOM: 0* *Update noted during 2023-24 Mid-Year Update. Source: CDE Dataquest Expulsion Rate Report, Non- Charter	2022-23 Expulsion Rate ALL:.0.1 EL: 0 FY: 0 HY: 0.2 SED: 0.1 SWD: 0.1 AA: 0.2 AI/AN: 0 A: 0 F: 0 H/L:.0 PI: 0 W: 0 TOM: 0 Source: CDE Dataquest Expulsion Rate Report, Non- Charter	2023-24: ALL: 0 EL: 0 FY: 0 HY: 0 SED: 0 SWD: 0 AA: 0 AI: 0 A: 0 F: 0 HL: 0 PI: 0 W: 0 TOM: 0
4D Anti-bias/Anti-racist Professional Learning for staff Percentage of staff who have completed identified anti-bias/anti-racist (including implicit bias) professional learning components Source: Curriculum & Instruction department	2022-23 Mid-Year: Make-up sessions were not provided for the end of the year training. This data was not collected due to after effects of COVID.	This metric was not operationalized to allow for measurement as intended. The district's Anti-Bias/Anti- Racist/Trauma-Informed professional learning will be revised moving forward to include metrics for implementation and impact based on both staff practices and student outcomes.	2023-24: Leadership (Site and Central): 100% Teachers: 100% Support Staff: 100%

<p>5A Parent Teacher Home Visits (PTHVs)</p> <p>Number of PTHVs conducted by staff across all school sites</p> <p>Source: Parent Teacher Home Visits Office</p>	<p>2022-23: Final: The information for this metric will need to be restructured for 2023-2024. No data available at this time.</p> <p>Source: Parent Teacher Home Visits Office</p>	<p>2023-24 Mid-Year</p> <p>1070</p> <p>Source: Parent Teacher Home Visits Office</p>	<p>2023-24: 3,560</p> <p>(Desired outcome of 3,560 visits would represent 15% of the eligible population at PTHV sites)</p>
<p>5B Parent Teacher Home Visits (PTHVs)</p> <p>Percentage of participating sites completing a PTHV for at least 10% of all students.</p> <p>Source: Parent Teacher Home Visits Office</p>	<p>2022-23: Final: The information for this metric will need to be restructured for 2023-2024. No data available at this time.</p> <p>Source: Parent Teacher Home Visits Office</p>	<p>2023-24 Mid-Year</p> <p>20%</p> <p>Source: Parent Teacher Home Visits Office</p>	<p>2023-24: 100%</p> <p>(100% of participating sites will meet the 10% participation threshold)</p>
<p>5C DELAC representation</p> <p>Percentage of schools with an English Learner Advisory Committee (ELAC) who send a representative to at least 1 District English Learner Advisory Committee (DELAC) Meeting</p> <p>Source: Multilingual Literacy Department</p>	<p>2022-23</p> <p>DELAC: 35% (22/63)</p> <p>Source: Multilingual Literacy Department</p>	<p>2023-24 Mid-Year</p> <p>DELAC: 32% (20/62)</p> <p>Source: Multilingual Literacy Department</p>	<p>2023-24: 100%</p>
<p>5D ELAC Operation</p> <p>Percentage of schools with an English Learner Advisory Committee (ELAC) who have evidence of regular meetings and their election process accessible on their school website to support community involvement and increase awareness of ELAC/DELAC.</p>	<p>2022-23 ELAC:25% (16/63)</p> <p>Source: Multilingual Literacy Department</p>	<p>2023-24 Mid-Year</p> <p>ELAC 35% (22/62)</p> <p>Source: Multilingual Literacy Department</p>	<p>2023-24: 100%</p>

Source: Multilingual Literacy Department			
<p>5E</p> <p>CAC Attendance</p> <p>Average number of attendees at Community Advisory Committee (CAC) meetings/workshops</p> <p>Source: Special Education Department</p> <p>5F</p> <p>School Site Council (SSC) Support</p> <p>Percentage of School Site Councils provided updated training.</p> <p>Source: State and Federal Programs Department</p>	<p>2022-23: 26.4</p> <p>Source: Special Education Department</p> <p>2022-23: 26.4</p> <p>Source: State and Federal Programs Department</p>	<p>2023-24 Mid-Year: December 2023-22</p> <p>Source: Special Education Department</p> <p>2023-24 Mid-Year:5</p> <p>Source: State and Federal Programs Department</p>	<p>2023-24: 30</p> <p>100% of school site councils will be provided updated training during the 2021-22 to 2023-24 time period.</p>
<p>5G</p> <p>Parent Leadership Pathway Workshop (PLPW) Participation</p> <p>Number of participating schools and Number of total participant sign-ins</p> <p>Source: Family and Community Engagement (FACE) Department</p>	<p>The Face and Community Engagement Department updated their curriculum and re-named their workshop series the Parent Empowerment Pathways (PEP) workshop series.</p> <p>Additionally, the Multilingual Literacy Department and F.A.C.E. collaborated and developed the ELPAC Parent Workshop to inform and empower parents of emergent bilingual students.</p> <p>PEP Number of participating schools: 5 ELPAC Parent Workshops</p> <p>Total number of participating schools: 15 Total number of participant sign- ins: 88</p> <p>2022-2023 has been a year of re-engagement. After not being allowed on campus for more than 2 years, parents were welcomed back</p> <p>Source: Family and Community Engagement (FACE) Department</p>	<p>2023-24 Mid-Year:</p> <p>Parent Empowerment Pathways (PEP) Workshops Schools served: 9 Total participant sign-ins: 224</p> <p>ELPAC Parent Workshops Pending</p> <p>Note: Facilitator staffing for FACE department has decreased by 50% from 2 Facilitators in 2021-22 to 1 Facilitator in 2023-24.</p> <p>Source: Family and Community Engagement (FACE) Department</p>	<p>Number of participating schools 2023-24: 11*</p> <p>Number of total participant sign- ins: 2023-24: 1,200*</p> <p>*As the FACE department resumes implementation of PLPW efforts while building upon new forms of engagement developed during distance learning, new targets will be set based on assessment of total capacity.</p>

<p>9A</p> <p>Post-Secondary Outcomes</p> <p>Rate of student respondents that are enrolled in higher education or competitively employed.</p> <p>Source: SpED Annual Performance Report (APR)</p> <p>Note: APR includes dependent charter data</p>	<p>2020-21: 71.79%</p> <p>Statewide Target: >75%</p> <p>Source: SpED Annual Performance Report (APR) Released in June 2022</p> <p>Note: APR includes dependent charter data</p>	<p>2021-22: 62.03%</p> <p>Statewide Target: > 76.5%</p> <p>Source: SpED Annual Performance Report (APR) Released in June 2023</p> <p>Note: APR includes dependent charter data</p>	<p>2023-24:</p> <p>83.4% Statewide Target: >74.4%</p>
<p>9B</p> <p>4 Year and 5 Year Cohort Graduation Rate</p> <p>Combined graduation rate, which reflects all students who: (1) graduate in four years as part of the most current graduating class and (2) graduate in five years as part of the prior year graduating class.</p> <p>Source: SpED Annual Performance Report (APR)</p> <p>Note: APR includes dependent charter data</p>	<p>2020-21: 66.02%</p> <p>Statewide Target: >90%</p> <p>Source: SpED Annual Performance Report (APR) Released in June 2022</p> <p>Note: APR includes dependent charter data</p>	<p>2021-22: 74.5%</p> <p>Statewide Target: >75.5%</p> <p>Source: December 2022 Dashboard Note: APR not used as SWD graduation data this year appear to be for ALL and not SWD students</p>	<p>2023-24:</p> <p>70%</p> <p>Statewide Target:>90%</p>
<p>9C (Also 2T)</p> <p>Least Restrictive Environment</p> <p>Rate of students with disabilities in Regular Class more than 80%</p> <p>Source: SpED Annual Performance Report (APR)</p> <p>Note: APR includes dependent charter data</p>	<p>2020-21: 55.73%</p> <p>Statewide Target: >58%</p> <p>Source: SpED Annual Performance Report (APR) Released in June 2022</p> <p>Note: APR includes dependent charter data</p>	<p>2021-22: 58.94%</p> <p>Statewide Target: >60%</p> <p>Source: SpED Annual Performance Report (APR) Released in June 2023</p> <p>Note: APR includes dependent charter data</p>	<p>2023-24:</p> <p>60%</p> <p>Statewide Target: >53.2%</p>
<p>9D</p> <p>(Also 2T) Least Restrictive Environment</p> <p>Rate of students with disabilities</p>	<p>2020-21: 23.61%</p> <p>Statewide Target: <19.5%</p> <p>Source: SpED Annual Performance Report (APR) Released in June 2022</p>	<p>2021-22: 24.61%</p> <p>Statewide Target: < 18%</p> <p>Source: SpED Annual Performance Report (APR) Released in June 2023</p>	<p>2023-24:</p> <p>20%</p> <p>Statewide Target:>20.6%</p>

<p>in Regular Class less than 40% of the time.</p> <p>Source: SpED Annual Performance Report (APR)</p> <p>Note: APR includes dependent charter data</p>	<p>Note: APR includes dependent charter data</p>	<p>Note: APR includes dependent charter data</p>	
<p>9E</p> <p>Least Restrictive Environment</p> <p>Rate of students with disabilities participating in a separate school.</p> <p>Source: SpED Annual Performance Report (APR)</p> <p>Note: APR includes dependent charter data</p>	<p>2020-21: 5.17%</p> <p>Statewide Target: < 2.9%</p> <p>Source: SpED Annual Performance Report (APR) Released in June 2022</p> <p>Note: APR includes dependent charter data</p>	<p>2021-22: 4.99%</p> <p>Statewide Target: < 3.2%</p> <p>Source: SpED Annual Performance Report (APR) Released in June 2023</p> <p>Note: APR includes dependent charter data</p>	<p>2023-24:</p> <p>4%</p> <p>Statewide Target:<3.6%</p>
<p>10A</p> <p>Overall Identification Rate</p> <p>Percentage of Total Low Income Student group that are identified as Homeless Youth</p> <p>Source: CA School Dashboard</p>	<p>2021-22 Rate</p> <p>0.77</p> <p>Source: Enrollment Demographics in California School Dashboard Released in 2022-23</p>	<p>2022-23 Rate</p> <p>1.4</p> <p>Source: Enrollment Demographics in California School Dashboard Released in 2023-24</p>	<p>5%</p>
<p>10B</p> <p>Identification Process</p> <p>Percentage of District Housing Surveys that lead to identification of a student who is homeless/unhoused</p> <p>Source: Homeless Youth Services records</p>	<p>Data being collected</p>	<p>2022-23 Percentage of District Housing Surveys that lead to identification of a student who is homeless/unhoused</p> <p>3%</p>	<p>7%</p>



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.2

Meeting Date: February 15, 2024

Subject: 2023-24 Local Control and Accountability Plan Mid-Year Review for
Dependent Charter Schools

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

Division: Deputy Superintendent's Office

Recommendation: This is an information item. No Board action is recommended.

Background/Rationale: The SCUSD School Board authorizes 5 locally funded or "dependent" charter schools. Each of these schools is their own LEA, with their own local steering committee that reviews use of public funds, but the SCUSD School Board is the ultimate governing body. The California Department of Education has required that all LEAs present a mid-year update on their LCAP by February 28. Each school has presented this information to their local steering committees and each committee has recommended to move forward with presentation to the SCUSD School Board.

Financial Considerations: There are no financial impacts.

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

Documents Attached:

1. Mid-Year LCAP Report for Bowling Green
2. Steering Committee Review Agenda for Bowling Green Chacon
3. Steering Committee Review Agenda for Bowling Green McCoy
4. Mid-Year LCAP Report for New Joseph Bonnheim
5. Steering Committee Review Agenda for New Joseph Bonnheim
6. Mid-Year LCAP Report for George Washington Carver
7. Steering Committee Review Agenda for George Washington Carver
8. Mid-Year LCAP Report for Sacramento New Technology High School
9. Steering Committee Review Agenda for Sacramento New Technology High School
10. Mid-Year LCAP Report for the Met High School
11. Steering Committee Review Agenda for the Met High School

Estimated Time of Presentation: 5 minutes

Submitted by: Mary Hardin Young, Interim Deputy Superintendent
Amanda Goldman, Director II, Innovative Schools
Dr. Ed Eldridge, Executive Director of LCAP

Approved by: Lisa Allen, Interim Superintendent

Monitoring Goals, Actions, and Resources for the 2023-24 Local Control and Accountability Plan (LCAP)

This template is intended for internal monitoring purposes only. The 2023-24 LCAP template and instructions should be consulted when completing required documents.

(6) (A) The superintendent of the school district shall present a report on the annual update to the local control and accountability plan and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled meeting of the governing board of the school district. (B) The report shall include both of the following: (i) All available midyear outcome data related to metrics identified in the current year’s local control and accountability plan. (ii) All available midyear expenditure and implementation data on all actions identified in the current year’s local control and accountability plan.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Bowling Green Charter School	Sylvia Silva-Torres & Dr. Elizabeth Villanueva Principals, Bowling Green Chacon & McCoy	sylvia-silva-torres@scusd.edu & Elizabeth- Villanueva@scusd.edu (916)395-5215 & (916)395-5210

Goal 1

Goal Description
A basic educational core will be provided in an environment that is safe, clean, and supportive.

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
Dashboard: Teachers, Instructional Materials, Facilities 2019	Standard Met	Standard Met	Standards Met	Standard Met
Dashboard: Implementation of Academic Standards 2019	Standard Met	Standard Met	Standards Met	Standard Met
Dashboard: Access to a Broad Course of Study 2019	Standard Met	Standard Met	Standards Met	Standard Met
SARC: Percent of Teachers with Full Credential 2021	100%	100%	100%	100%
SARC: School Facility Good Repair Status 2021	Good	Good	Good	Good

Actions & Measuring and Reporting Results

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	1.1	Basic Operations Staffing for McCoy Principal, Office Manager, Plant Manager, Custodian, substitute operations staff	No	Completed	Fully-staff		\$420,872.00	113,304.19
	1.2	Basic Teaching Staff for McCoy 14 teachers and substitute funding	No	Completed	Fully-staff		\$2,141,713.00	696733.39
	1.3	Basic Operational Costs for McCoy Supplies, copier rental, utilities, and reserve	No	Completed	on-track		\$492,705.00	45247.60
	1.4	District Costs for McCoy SpEd Services, Oversight, district admin support, pro rata (facility use), utilities	No	Completed	on-track		\$366,890.00	0
	1.5	Basic Operations Staffing for Chacon Principal, Office Manager, Clerk, Plant Manager, Custodian, substitute operations staff	No	Completed	completed		\$495,550.00	247,833.79

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	1.6	Basic Teaching Staff for Chacon 10 teachers and head teacher, plus substitutes	No	In-Progress	working on hiring vacant position		\$1,432,695.00	1229978.31
	1.7	Basic Operational Costs for Chacon Supplies, copier rental, utilities, and reserve	No	Completed	on-track		\$419,434.00	101928.13
	1.8	District Costs for Chacon SpEd services, oversight, admin and instructional support, pro rata (facility rent)	No	Completed	on-track		\$758,652.00	0

Goal 2

Goal Description

Promote the growth towards meeting or exceeding standards in English Language Arts (ELA) and Mathematics for all students, particularly our underserved subpopulations, as demonstrated through local formative assessments and course grades.

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
Dashboard: Academic Indicator ELA 2019	iReady 2021 (all grades): Percent at or above grade level - 12.9% 2021/22 Dashboard not yet available	2022 Dashboard: 58 points below standard.	2023 Dashboard: 44.1 points below standard, increased 13.7 points	33.5 points below standard

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
Dashboard: Academic Indicator ELA for Students with Disabilities 2019	iReady 2021 (all grades): Percent at or above grade level - 0% 2021/22 Dashboard not yet available	2022 Dashboard: 120 points below standard	2023 Dashboard: 94.7 points below standard, increased 24.9 points	80 points below standard
Dashboard: Academic Indicator Math 2019	iReady 2021 (all grades): Percent at or above grade level - 5.2% 2021/22 Dashboard not yet available	2022 Dashboard: 72 points below standard.	2023 Dashboard: 57.6 points below standard, increased 14.5 points	36.7 points below standard
Dashboard: Academic Indicator Math for Students with Disabilities 2019	iReady 2021 (all grades): Percent at or above grade level - 0% 2021/22 Dashboard not yet available	2022 Dashboard: 131 points below standard.	2023 Dashboard: 108.2 points below standard, increased 22.6 points	95 points below standard

Actions & Measuring and Reporting Results

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	2.1	Implement academic interventions and support in ELA and Math at McCoy Instructional aides will provide targeted support in foundational ELA and Math skills in grades K-2. Supplemental instructional materials and software will provide opportunities for targeted intervention in ELA and Math in all grades.	Yes	In-Progress			\$77,967.00	27861.87

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	2.2	Class Size Reduction at McCoy (0007) Class sizes in primary grades shall be reduced to 24 to 1 in order to provide increased opportunity for targeted intervention in ELA and MATHematics within those classrooms by the classroom teacher.	Yes	In-Progress			\$657,083.00	236563.38
	2.3	Encourage reading across the curriculum and at home (McCoy) In addition to classroom libraries, students will have access to an expansive school library including books in both English and Spanish.	Yes	Not Yet Started	still trying to hire Library Media Tech.		\$7,151.00	0
	2.4	Implement academic interventions and support in ELA and Math at Chacon Instructional aides will provide targeted support in foundational ELA and Math skills in all grades. Supplemental instructional materials and software will provide opportunities for targeted intervention in ELA and Math in all grades	Yes	In-Progress			\$215,716.00	73253.59

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	2.5	Class Size Reduction at Chacon Class sizes in primary grades shall be reduced to 24 to 1 and 28 to 1 in the intermediate classes in order to provide increased opportunity for targeted intervention in ELA and Mathematics within those classrooms by the classroom teacher	Yes	In-Progress			\$669,007.00	277143.98
	2.6	Encourage reading across the curriculum and at home In addition to classroom libraries, students will have access to an expansive school library including books in both English and Spanish. (Library Media Tech)	Yes	Not Yet Started	trying to hire a Library Media Tech		\$26,737.00	0
	2.7	Intervention at Chacon Provide intervention to support academic supports to students that are performing below grade-level (Instructional Aide Extra Hours)	Yes	In-Progress			\$0.00	0

Goal 3

Goal Description

English Learners showing progress toward proficiency will increase from 50% to 55%.

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
Dashboard: English Learner Progress Metric 2019	2020/2021 Dashboard results not yet available Mid Year Report (Illuminate): McCoy 47.1% Chacon 34.5%	2022 Dashboard: 55.1% Making progress towards proficiency 93.5 pts below meeting standard	2023 Dashboard: 43.8% making progress towards proficiency Declined 11.3% 79.9 pts below meeting standard	55% Making progress toward English language proficiency

Actions & Measuring and Reporting Results

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	3.1	English language instruction and access to core content at McCoy Provide Integrated and Designated ELD connected to content area instruction as well as appropriate content area intervention for English learners and recently reclassified students. Instructional aides support will be provided for older newcomer students.	Yes	In-Progress			\$128,604.00	21702.62
	3.2	Provide translation to increase parent involvement in education at McCoy Offer translation services for meeting to increase the number of parents attending school meetings.	Yes	In-Progress			\$3,000.00	0
	3.3	Monitor academic progress at Chacon	Yes	In-Progress	have completed round 1 of the Academic conferences		\$5,977.00	48196.41

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
		Academic Conferences to monitor academic progress (Sub costs to release teachers)						
	3.4	Provide translation to increase parent involvement in education at Chacon Offer translation services for meeting to increase the number of parents attending school meetings.	Yes	In-Progress			\$0.00	0

Goal 4

Goal Description

Improve daily attendance and implement plans to improve chronic absenteeism rates, particularly among our African American students, students with disabilities, and socioeconomically disadvantaged students.

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
Dashboard: Chronic Absenteeism among African American students 2019	2020/2021 SARC: 31% 2022 Mid Year (Illuminate) McCoy: 72.5% Chacon: 46.2%	2022 Dashboard: 59.2% Chronic Absence	2023 Dashboard: 40.5% Chronic Absence declined 18.6%	20%
Dashboard: Chronic Absenteeism among students with disabilities 2019	2020/2021 SARC: 3.3.% 2022 Mid Year (Illuminate) McCoy: 54.3% Chacon: 20%	2022 Dashboard: 37.1% Chronic Absence	2023 Dashboard: 29.8% Chronic Absence declined 7.2%	10%

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
Dashboard: Chronic Absenteeism among socioeconomically disadvantaged students 2019	2020/2021 SARC: 10.2% 2022 Mid Year (Illuminate) McCoy: 50.8% Chacon: 23.9%	2022 Dashboard: 32.5% Chronic Absence	2023 Dashboard: 28.1% Chronic Absence declined 4.4%	8%

Actions & Measuring and Reporting Results

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	4.1	Attendance Tracking Daily phone calls to verify absences, home visits, and programs to encourage engagement.	Yes	In-Progress			\$0.00	0
	4.2	Attendance Incentive Programs Incentives for students with improved attendance, perfect attendance awards.	No	In-Progress			\$0.00	0
	4.3	Increased Attendance Staffing Attendance Clerks for both schools	No	In-Progress	Chacon has attendance clerk, McCoy has a pending vacancy.			0

Goal 5

Goal Description

Increase the percentage of students who feel that school is a safe and supportive environment with strong adult relationships and a sense of belonging, especially for our African American students.

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
Dashboard: Parent and Family Engagement 2019	2020/21 Dashboard results not yet available	21-22 Dashboard: Standard Met	2023 Dashboard: Standard Met	Standard Met
Dashboard: Suspension Rate Indicator 2019	2020/21 Dashboard results not yet available 2020/21 SARC:0% Mid Year Report (Illuminate) McCoy 0.2% Chacon 0%	21-22 Dashboard results: 0.1% suspended at least one day.	2023 Dashboard: 3.3% increased 3.1% SARC 2021-2022: 0.4% increased 0.4%	Maintain at 1.3 percent
Dashboard: School Climate Indicator 2019	2020/21 Dashboard results not yet available	21-22 Dashboard: Standard Met	2023 Dashboard: Standard Met	Standard Met
School Climate Survey Data for African American Students 2020	School Climate Survey 21-22: 64%			75%
School Climate Survey Data for All Students 2020	School Climate Survey 21-22: 73%	2021-22 School Climate Survey: 72%		80%

Actions & Measuring and Reporting Results

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	5.1	Student Support/Parent Resource Center (McCoy) Staff and supply a student support/parent resource center to support the social-emotional needs of students, connect families to community resources, provide family outreach, and	Yes	In-Progress	Social worker 1 FTE		\$201,503.00	61544.80

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
		actively develop school-community partnerships.						
	5.2	Encourage Parent Involvement (McCoy) Provide fingerprinting fee waivers, translation, childcare, and snacks to encourage parent participation in school activities including, but not limited to field trips, ELAC, and Steering Committee	Yes	In-Progress			\$2,411.00	0
	5.3	Build Stronger Peer Relationships (McCoy) Support positive peer interactions during unstructured times and positive behavior support utilizing trained supervision staff and equipment. School Community Liaison to bridge the connections between school, student, and family.	Yes	In-Progress			\$0.00	7205.65
	5.4	Student Support/Parent Resource Center (Chacon) Staff and supply a student support/parent resource center to support the social-emotional needs of students, connect families to community resources, provide family outreach, and actively develop school-community partnerships.	Yes	In-Progress			\$147,569.00	48931.00

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	5.5	Encourage Parent Involvement (Chacon) Provide fingerprinting fee waivers, translation, childcare, and snacks to encourage parent participation in school activities including, but not limited to field trips, ELAC, and Steering Committee	Yes	In-Progress			\$2,411.00	96
	5.6	Build Stronger Peer Relationships (Chacon) Support positive peer interactions during unstructured times and positive behavior support utilizing trained supervision staff and equipment.	Yes	In-Progress			\$0.00	0

STEERING COMMITTEE AGENDA MEETING OF

Monday, January 29th, 2024

Principal: Sylvia Torres

Secretary: Estefania Vazquez

Community Member: Chuck Snyder

Classified Member: Marlet Hilbert

Facilitator: Mary Cisneros

Primary: Alma Chavez

Intermediate: Zolaikha Ahmadzai

Parent Members: Rebecca Serrano, Ofelia Meza, Veruska aranda

Parent Alternate: Lisette Perez Piedra

Teacher Alternate: Isabel Mendoza

Facilitator Alternate: Ricardo Martinez

2:30 pm - 4:00 pm

Monday, December 11th, 2023

1. **Welcome-**
2. **Norms/Timekeeper-**
3. **Legal responsibilities of Chacon Steering Committee (CSC)**
 - a. Work as a team to develop a Single School Plan for Student Achievement
Recommend the Single Plan to the local governing board for approval
 - b. Monitor implementation of the plan
 - c. Evaluates the effectiveness of the Single School Plan
 - d. Annually review and revise the plan and proposed expenditures of funds
 - e. Attend regularly scheduled CSC meetings
 - f. Coordinate the election process
4. **Approve/Review :** 1 st the agenda, then the minutes of our last Steering Committee Meeting (5 minutes). **A. Chavez motions to approve the agenda and M.Hilbert seconds. 6 yay, 0 nay, 0 abstain. V. Aranda motions to approve the minutes and A. Chavez seconds. 6 yay, 0 nay, 0 abstain.**
5. **Public Comment- 10 min max-**

6. Suggestion Box- 5 min max-

Winter show - sound system- parents had a hard time hearing. - Torres responded that for safety reasons they were placed in the back because students were sitting down in the front and students were going in and out.

7. Cooking Club- Anna Ramirez 5min.

We have a lot of ELOP funds. Kids who are at grade level or higher than grade level do not go for tutoring. Ramirez feels like those students would like to do something like tutoring so she found the cooking club. Ramirez and Rincon would start in late February for 10 Fridays. The boxes cover educational items such as Geology, oceanology, etc. It would be roughly about \$6,500. It would be for boxes in class and also one that they can take home. Plus \$100 for Perishable food and the cost of teachers - Rincon and Ramirez- roughly \$800. It would cover 14 second graders. Preference to the students that don't need tutoring and if she has spots she will open them to the students who were her previous second graders but are now third graders. Clarifying questions- A. Chavez- are you going to use the cafeteria?- No, because she will purchase a toaster oven and Torres will let her borrow a toaster oven and it will be in the classroom. R. Martinez- have you shared this with other grade levels?- No but teachers can look into it.

1. Pass the Task-Sylvia- 5 min

Pass the task- it is 10 lessons the students will do. Before the students take the assessment they recommend using the program closer to the dates that they will take the test. Amie Choi looked at and she thought it was okay. We thought there was something like that from the district but there is not. The funds would come out from 007 (free and reduced LCFF). It's available for \$275 for each class which would be around 2,329. At the state level, they are practice tests but they are very easy, and usually is more about how to use the tools.

Clarifying questions- Can we use it for the future? Torres- She doesn't know because it is the first time and they might get it and not see a difference or we could see a difference. M. Hilbert- is this different from the ELPAC? Yes, ELPAC is for the English language performance test and this is for the SBAC in reading and math performance test.

S. Torres- motions to approve Pass the Task for 2,329 from 007 funds. A. Chavez seconds motions. 5 yay, 0 nay, 0 abstain

8. LCAP-Mid-Year Review-Sylvia Torres- min

LCAP in conjunction with McCoy and we have 5 goals in combination. We have met the standards we do have a core educational setting. Our goal starts at 1.5 for CHACON- we budgeted for \$495,550 and at this point, we have used \$247,883.79 We are still in the process of finishing the year. For 1.6 we had allotted 1.4 million and we have spent 1.2 and we are going to have to tap into something else since we had raises for everyone. We are pushing for the district to cover the costs. We want the district to cover the retro and

we will cover the increases. 1.7- We budgeted \$419,434.00 and we have used 101,928. 1.8- SPED services and oversight and we have budgeted \$758, 652 and we haven't spent anything its because we don't pay the district until the end. Goal 2- ELA dashboard 2022- 58 points below and 2023 44.1. points below and increased by 13.7 and we had said we wanted to be at least 33.5 points below standard and this is based on SBAC. ELA- students with disabilities 2022 - dashboard 120 points below standard and we had said no more than 80 points standard and we were at 94.7 points. Math 2022- 72 points, 2023 57.6 points and increased 14.5 and we are at 36.7 points. For math students with disabilities, we are at 108.2 points and our desired outcome was 95 points we are very close. 2.4- intervention- we lost two years of instruction because of COVID we are trying to put in teachers that are doing SIPPS and a good number of teachers are doing after-school tutoring and we have aides and we are trying to support the students and we budgeted for 215,716.00 and we have spend 73,253.59. 2.5 class reduction across the board and we have classrooms that are sitting below class sizes and we have budgeted for 669,007 and we have spent 277,143.93. We are yet to hire a library tech and we have budgeted \$26,737.00 we haven't spent anything and next year we will extend the hours. 2.7- intervention- we have aides that stay extra hours and they started after this report. ELPAC is 55%, making progress right now we are having 43% progress towards proficiency and hoping language learners are making some progress. We are going to schedule the second round of academic progress. Translation services and only a handful of teachers that need support and we do offer translation for them. Chronic absenteeism- with African American- McCoy has a bigger population and we don't have that big of subgroups. With disabilities, we did improve by 7.2%. We are a Title 1 school - disadvantaged students and we went down to 4.4 %. We do have a clerk who makes calls every day when students are absent and we allow parents to call up to 9:30. We do ask teachers to call if absent more than 3 days Students who are absent 18 days they are already absent 10% of the school year. Tardies are also a big one. The social worker did give out free kids meals and certificates for trimester 1 for students that are here on time and present. Mccoy doesn't have a clerk. Families and supporting communities and we do have a full-time social worker and we budgeted \$147,569 and we have spent \$48,937 and the social worker is newer to the district. For 5.5 we cover the cost of the fingerprinting and we provide snacks and do ELAC and steering we have budgeted \$2,4111 and we have spent \$96. This is the last time we look at this LPAC. Where do we want to put our money moving forward? LCAP dictates what we spend our money.

[Charter oversight-Slide Deck](#) Amanda Goldman- **min**

Amanda Goldman is the district charter oversight person at the district level and liaison between the charter and the district. This is a response to the question of what is our reserve. Dependent - closer relationship with the authorizer and we have 6 schools in the

district, charter staff are employees of SCUSD, and they have a local steering committee. Locally funded- how many students do you have (ADA). District places all funds allocated to the school in an account and pays the schools costs out of that account; District board approves budgets and accountability plans. The school and local steering committee create accountability plans and make spending decisions for the school based on annual allocation and total fund balance. School district is basically the bank account. The costs Staff Salary and Benefits, Instructional Materials, Facility “Lease” and Utilities, Special Ed. Contribution, District Oversight (1%), and other selected Services. Those schools pay the district through invoices. All of the money goes to the bank account. Locally funded are responsible for their funds and the district still approves from the local steering committee. Moving forward and priorities “Ensure that fund balance / reserves are correctly allocated and visible in charter budgets by May 2024
Ensure that 24-25 budgets are set up correctly, including all grants and allocations by september 2024. Establish an MOU that clarifies and codifies how the fiscal relationship between charter and district (processes, calculations, fees for service) by june 2025
Train on, Communicate, and Refine those Processes and Calculations (including budget development, budget adoption, LCAP development, and board approvals) by 2025-2026”
The goal is to be transparent. It's just not us that have questions about the reserve and it is probably all our dependent charters and she is trying to keep us on the same page and there is work to be done

9. End of year ordering- Sylvia Torres-10 min.

Every year our teachers get 1,000 to get supplemental orders- teachers can use it for science and replace the books that they use for reading groups. We have a little bit more of 007 we have more money so the teachers can use \$2,000 it would be around \$30,000, Teachers usually order from school especially, lakeshore, and scholastic. We are getting a new building in the future. We don't want to upgrade desks and bookshelves and hoping that we can upgrade our stuff then. I don't know how much would it be to replace broken stuff. I know we have to replace broken stuff and some teachers need to replace their computers and replace Chromebooks.

S. Torres motions to increase the teacher's end-of-the-year supplemental orders to 2K and broken classroom equipment (anything that makes the classrooms sustainable) and spend no more than \$100,000 using ESSER funds. C.Snyder seconds and 6 yay, 0 nay, 0 abstain

10. Constituent Feedback- (10 min)

11. OTHER

12. Date of Next Meeting: Monday, March 4th

Steering Committee Agenda Monday, January 29, 2024

- Approval of minutes from previous meeting - 2 min
 - Committee updates - no update
 - ELAC -no update
 - School Wide Assemblies - 2 min
 - Feb 16 Lunar New Year parade
 - Facilities Update (School Modernization) - 5 min
 - SPED discussion for space
 - Staffing- 5 min
 - Library Tech: listed as 2 jobs, closed?
 - LCAP - 15 minutes
 - Share data from California dashboard.
 - New Business 30 min
 - * Creating Bylaws: as a group go through Article 1 and 2 * If time moves onto article 3.
 - Do we add the PTA president as part of our committee?
 - Old Business
 - After school Music Science - update
-
- Suggestion Box

Next meeting is on:
Wednesday, February 28, 2024



Monitoring Goals, Actions, and Resources for the 2023-24 Local Control and Accountability Plan (LCAP)

This template is intended for internal monitoring purposes only. The 2023-24 LCAP template and instructions should be consulted when completing required documents.

(6) (A) The superintendent of the school district shall present a report on the annual update to the local control and accountability plan and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled meeting of the governing board of the school district. (B) The report shall include both of the following: (i) All available midyear outcome data related to metrics identified in the current year’s local control and accountability plan. (ii) All available midyear expenditure and implementation data on all actions identified in the current year’s local control and accountability plan.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
New Joseph Bonnheim Community Charter	Dianne Wiley Principal	Dianne-Wiley@scusd.edu (916)395-5240

Goal 1

Goal Description

1. Create the foundation to support high quality teaching and learning in supporting EL's. We will increase the number of students approaching proficiency in English Language Arts and Mathematics, particularly our underserved subgroups. NJB serves 54.7% English learners. Everything we do academically must be done with that context in mind. Our English learners will not make adequate progress without specific attention to their academic and social-emotional strengths and needs. At NJB, English Learners at 41.03% (43 EL scholars) Kinder- 3rd grades are not meeting Foundational Standards and are off track, receiving a 1 or 2 (did not meet standards) on their Trimester 2 and Trimester 3 report card.

NJB has identified a need to address early literacy and foundational reading skills in grades K-3rd.

2. There is a need for integrated curriculum to support EL's in both ELA and Math. Supplemental foundational skills in the SIPPS program and EL leveled texts are used along with instructional invention to support EL's to meet and exceed grade level standards and mastery of skills. Provide Integrated and Designated ELD connected to content area instruction as well as appropriate content area intervention for English learners and recently reclassified students. (Certificated Staff) add details on curriculum supports texts.... readers....

3. Continue with 15 teachers trained in GLAD (Guided Language Acquisition Development) trained in ELD strategies, Haggerty model, and SCUSD trainings on ELD.

4. Provided to all, but targeting needs of parents who speak languages other than English, and address the lack of consistency in opportunities for parents to engage in their child's learning.

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
ELPAC	Data not available yet	Where are we at with this goal? For 22-23, we have hired Amelia Villanueva as the ELD teacher, and two aids. We have held monthly ELAC meetings, and have made the following findings: 1. 6 scholars are RFEP out 2. we have tested Kinder levels for initial ELPAC and are currently (February/March) testing for the ELAC scores, with 3 more initial ELPAC. 3. We have provided PD around phonemic awareness using the Haggerty Model with ELD strategies. 4. Parent trainings on Infinite Campus Portal, ELPAC, and reclassification with guest speakers.	44 Students EL EL Progress: California Dashboard 22-23 65.9% Making Progress Improved 22% Student English Language Acquisition Results Summative ELPAC: 63.6% Improved at least one ELPI level	2023-24 - 85% making progress
District Common Assessment Benchmark	Did not complete due collective bargaining agreements	We have training our staff on district benchmark and testing has been done at NJB with 63% making progress with grade 3-6.	California Dashboard ELA 22-23 42.8 points below standard Increased 8.7 Points Number of Students: 135	2023-24 - 85% making progress

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
SIPPS and Foundational Skills BPST/CORE/PASS Assessments	Did not complete due collective bargaining agreements	We provided 4 sessions of training of Phonemic Awareness to staff using the Haggerty model and Benchmark. Grades K-2 have had a 75% progress.	Data not available due to inconsistent assessment of students	2023-24 - 85% making progress

Actions & Measuring and Reporting Results

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	1.1	<p>Monitor and implement ELA/EL and Math Curriculum (Supplimental)Provide supplemental materials to provide access and meet the needs of English Learners (LCFF EL)</p> <p>Purchase Core ELA/EL and Math Curriculum using the LCFF ELO and other funding resources. Provide supplemental materials to provide access and meet the needs of English Learners (LCFF EL); Plus two instructional aides</p>	No	In-Progress			\$109,395.00	19431.92
	1.2	<p>Haggery and GLAD Professional Development and Instructional Program for EL's (LCFF EL)</p> <p>Continue with 15 teachers trained in GLAD (Guided Language Acquisition Development) trained in ELD strategies, SIPPS Professional Development and SCUSD trainings on ELD.</p>	Yes	In-Progress			\$31,000.00	40,000

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	1.3	Progress Monitoring ELD Strategies and Supports Progress Monitoring on ELD Strategies and Supports to English Language Learners to Increase levels in ELPAC and reclassify to English. GLAD Training. This includes all teachers trained in GLAD strategies to provide additional ELD intervention to EL students, coordinate reclassification, coordinate ELPAC administration, follow-up on designated EL scholars, and demonstrate effective ELD strategies for scholars and support parents.	Yes	In-Progress			\$359,000.00	277623.68
	1.4	Provide training to all ELD parents, and increase EL parental involvement. Provided to all, but targeting needs of parents who speak languages other than English, and address the lack of consistency in opportunities for parents to engage in their child's learning. Increase EL parent involvement in education by removing barriers to participation (e.g., translation, interpretation, childcare, etc.)	Yes	In-Progress			\$2,500.00	788.93
	1.5	Resource Teacher Hire a resource teacher to serve the EL population with push in and out.	Yes	Completed			\$200,000.00	125,565.60

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	1.6	2 Bilingual aids Hire 2 bilingual aids to support resource teacher to serve the EL population with push in and out.	Yes	Completed			\$0.00	0

Goal 2

Goal Description

There is a need to create an organizational culture that supports and sustains high quality teaching and learning, and builds family and community engagement and inclusionary practices for African American and Hispanic/Latino scholars. We will increase the sense of community pride on campus.

1. All students will be provided access to a responsive school community as well as case- management, mental-health services, with particular attention paid to African American and Hispanic/Latino students and families.
2. There is a need for highly trained teachers to support the charter and getting every child to grade level readiness and support social-emotional growth within the charter's tenets and agricultural focus in science that supports children of color, cultural and language diversity to be ready for the 21st Century college and careers in science. Agriculture is shifting from rural to urban areas in the United States. By providing an educational program unique to NJB, such as the school and community farm, bio-diversity environments, 4-H programs and other science agricultural programs such as sustainability, we are closing the gap in achievement, promoting critical thinking and learning, and providing more hands on, inclusionary programs in science to engage our scholars. Participating in California Agriculture Conference in Sept 2023
3. Continue participation in the Parent Teacher Home Visit Program, and implement the Academic Parent Teacher Team model for conferences. Develop the Leader In Me program in creating a nurturing and empowering school culture and climate.
4. Provide the opportunity for members of the Steering Committee (staff and parents) to attend the Spring Charter School Leadership Institute to learn more about governance, budgeting and instruction and serving cultural/racial diversity
5. Provide training to staff regarding race and poverty, vocabulary, and attendance.

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
Chronic Absenteeism - Whole Site	Due too COVID and unforeseen cases, our absenteeism went up to 52%.	8.2 % year 2022-23	33.6% chronically absent Declined 21.4% Number of Students: 253	6%

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
School Climate Survey Data positive responses - Whole site	School Climate was positive, however we saw cases of trauma in families, and other pandemic issues that have engaged in NJB to look at restorative justice and trauma in scholars.	87% on Kelvin Survey		97%
Chronic Absenteeism - African American Students	Due too COVID and unforeseen cases, our absenteeism went up to 60%.	17.4% year 2022-23	38.9% chronically absent Declined 19.2% Number of Students: 36	10%
Provide Trainings through Black Parallel School Board, And Dr. Sarroky Hollie on closing the achievement gap in AA Students.	n/a	n/a	not completed	To have a better understanding of race, poverty, and culture of AA students at NJB.
Adding a counselor to address the gaps and social emotional needs of AA Students.	n/a	n/a	Hired Counselor	Will hire for in Spring 23

Actions & Measuring and Reporting Results

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	2.1	<p>Continue participation in the Parent Teacher Home Visit Program, and implement the Academic Parent Teacher Team model for conferences. Develop the Leader In Me program in creating a nurturing and empowering school culture and climate.</p> <p>Train teachers on culturally responsive teaching and learning, race and gender bias, and understanding and changing systems. If we provide consistent school communication and highly trained staffing focused on removing barriers to school success, students and families will have a stronger sense of</p>	No Yes	In-Progress			\$10,700.00	0

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
		belonging at school which will lead to increases in attendance and achievement. Leader in Me training and curriculum to build student outcomes, positive school culture and climate.						
	2.2	<p>Maintain highly trained teachers in developing and integrating science and agriculture, (4-H, Foss Science program, UC Davis Agricultural, and Soil Born and Urbano Farm programs.</p> <p>Maintain highly trained teachers in developing and integrating science and agriculture, (4-H, Foss Science program, UC Davis Agricultural, and Soil Born and Urbano Farm programs, in delivering the tenets of the charter's program and closing the achievement gap in AA and H/L students. All teachers are to be progress monitored and coached in charter.</p>	Yes	In-Progress			\$1,105,007.00	0
	2.3	<p>Provide the opportunity for members of the Steering Committee (staff and parents) to attend the Spring Charter School Leadership Institute to learn more about governance, budgeting and instruction and serving cultural/racial diversity</p> <p>Train SC members on inclusionary practices and understanding biases and racism.</p>	Yes	Not Yet Started			\$12,000.00	350

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
		Provide Culturally Resposive Training to SC and parents, with follow-up Weeklong institute for Charter Leadership.						
	2.4	<p>There is a need for smaller class sizes for each grade level to support the instructional differentiation model and tier intervention supports in closing the achievement gap and have every scholar at grade level readiness.</p> <p>Reduce class sizes in TK,K-6 to 24 to 1 in order to develop meaningful relationships, provide more targeted instructional time for students working below grade-level. Differentiated model to include academic tutoring, small group instruction, computer adaptive programs such as I-Ready, and collecting meaningful data to spiral in the standards. Offered to all students, but targeted at low income students, African-American,Hispanic/Latino, and EL's. (I-Ready, 16,000 Title Funds to be used) the remaining funds are used to support class size reduction.</p>	Yes	In-Progress			\$39,600.00	0
	2.5	<p>There is a need for a counselor to address trauma, reinforce education, prevention, early identification and intervention, elementary school counselors</p>	Yes	Completed			\$137,600.00	55647.57

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
		<p>help their students achieve academic success, develop an understanding of career opportunities and develop social/ emotional skills in response to issues they face.</p> <p>Have counselor to address trauma, reinforce education, prevention, early identification and intervention, elementary school counselors help their students achieve academic success, develop an understanding of career opportunities and develop social/ emotional skills in response to issues they face.</p>						
	2.6	<p>Ca Ag in Classroom Training Sept:23</p> <p>Have staff and Steering Committee members go to training to bring Agriculture back in classrooms. To implement science and agriculture in classrooms.</p>		Not Yet Started			\$1,750.00	0

Goal 3

Goal Description

Increasing the percentage of scholars demonstrating:

- a) Mastery of state standards;**
- b) college and career orientation;**
- c) knowledge of how American democratic institutions work; and democracy for all in our world.**

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
Use school wide HET, SBAC, and CCSS aligned rubrics that show mastery of growth. Included will be DOK and exemplars for scholars to know expectations in proficiency in rigorous tasks. Using Common Assessments (district, units of study, I-ready diagnostics and ESGI software to support data capture and analysis of student work. PDSA and improvement science utilized to measure academic growth	Continued with development of overall low depth of knowledge in skills and key enduring understandings about agriculture and content in the units of study.	A pre-test shows overall low depth of knowledge in skills and key enduring understandings about agriculture and content in the units of study. year 2022-23.	AG is not the central focus of the curriculum. Rather the AG is a garden but not all students are provided the consistent opportunity to participate.	All students will have depth of knowledge in skills and key enduring understandings about agriculture and content in the units of study.
Use the CCI beta tool and SBAC Summative to measure grade level readiness in ELA	Due to pandemic and learning loss, Overall 4th-6th grade performance on reading comprehension skills: 45.09% (76 scholars out of 159) are not meeting Reading Standards and are off track, receiving a 1 or 2 (did not meet standards) on their Trimester 2 report card.	No data yet, waiting on SBAC results.	ELA California Dashboard 22-23 42.8 points below standard Increased 8.7 Points Number of Students: 135 Hispanic 39.3 points below standard Increased 9.5 Points Number of Students: 80 Low Income 45.3 points below standard Increased 15.6 Points Number of Students: 123	Increase percent of 4th-6th grade students who are on grade level on-track in ELA (reading) in understanding genre specific text from 42.6% to 80% as measured on the CCI tool EOY and SBAC administered in May 2023.
Use the CCI beta tool and district common assessments/benchmarks to measure grade level readiness in ELA. Will be used in the afterschool Enhanced Learning and Enrichment programs.	Due to pandemic and learning loss, 62.04% (78 scholars out of 157 Kinder- 3rd grades are not meeting Foundational Standards and are off track, receiving a 1 or 2 (did not meet standards) on their Trimester 2 report card.	NJB still identified a need to address early literacy and foundational reading skills in grades K-3rd. Overall 3rd grade performance on Foundational Skills: 3703% (47 scholars out of 165) Kinder- 3rd grades are not meeting Foundational Standards and are off track, receiving a 1 or 2 (did not meet standards) on their Trimester 2 report card. year 2022-23		Increase percent of K-3rd grade students who are on grade level on-track in ELA (reading) in foundational reading skills from 41.03% to 80% as measured on the district common assessments, CCI tool EOY, and SBAC 3rd grade administered in May 2023.

Actions & Measuring and Reporting Results

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	3.1	<p>Use school wide HET, SBAC, and CCSS aligned rubrics that show mastery of growth. Included will be DOK and exemplars for scholars to know expectations in proficiency in rigorous tasks. Using Common Assessments (district, units of study,I-ready diagnostics and ESGI software to support data capture and analysis of student work. PDSA and improvement science utilized to measure academic growth.</p> <p>Under the above mentioned the funding listed below will support training, conferences and professional development in these area: Highly Effective Teaching and Learning with Kovalik Associates, Agricultural Conference at Soil Born and Urbano Farms, 4-H Academy at UC Davis, and SCUSD trainings for academic and social-emotional needs. These programs support EL's and low-income students to provide career and college of choice opportunities and pathways, 21st century skills for jobs that are not even yet created or conceptualized.</p>	Yes	In-Progress			\$87,000.00	2800
	3.2	<p>School-wide Units of Study that are focused on agricultural and civic themes that have a social action project to serve</p>	Yes	Not Yet Started			\$21,846.00	0

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
		our charter mission of being caretakers of the community. School-wide Units of Study that are focused on agricultural and civic themes that have a social action project to serve our charter mission of being caretakers of the community. Following the UBD approach.						
	3.3	Surveys and scholar portfolio to show college and career readiness using the descriptors as a guideline and establishing a college presentation room during Celebrations of Learning Nights. School will have College Fridays each month for awareness. Each scholar will create a Leadership Notebook and use the Leader in Me program to support academics and social-emotional growth within the 7 Habits. Each scholar will develop a project based in science and agriculture in our college and career readiness day.	Yes	Not Yet Started			\$26,562.00	0
	3.4	Provide lessons, texts, resources and tasks on the history of the Civil War and its impact. 100% of sixth grade scholars will recite the Gettysburg Address and write a one-page paper explaining the importance and meaning of	Yes	Not Yet Started			\$30,000.00	0

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
		<p>Lincoln's words. (6th grade students) Provide Instructional support and curriculum, texts, being there experiences for grades K-6 on agricultural and cultural projects that aligns to the charter mission and supports EL's and all learners. CLOSE Analytical training for teachers to implement with enriched text dependent questions and thematic units will expand and promote English proficiency in our EL scholars in all ELD standards. Continue with Academic Olympic challenge to support middle school readiness.</p>						

Goal 4

Goal Description

Improve attendance and engagement in learning. Hire an attendance clerk and form attendance committee team to support outreach and engagement to families in need. Address operational needs to mitigate learning loss and ensure a safe learning environment.

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
COVID-19 Attendance	Spring 2021 - 62% attendance	Spring attendance improved by 93% attendance.	Winter 24 94% Attendance Overall 22-23 Attendance 33.6% chronically absent Declined 21.4% Number of Students: 253	23-24 school year 98% attendance
COVID-19 Attendance and Engagement	COVID-19 Attendance and Engagement procedures in place. Continue to monitor the changing scope of the pandemic.	COVID-19 Attendance and Engagement strategies and procedures	1/2024 Attendance Challenges put in place using Attendance HERO Attendance Clerk reaching out to absent students and their families	20-21 - 95% engagement in distance learning

Actions & Measuring and Reporting Results

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	4.1	<p>Provide Tiered re-engagement supports utilizing existing staff and hire attendance clerk. Provide supplies to students for at-home learning activities.</p> <p>Provide Tiered re-engagement supports utilizing existing staff and hire attendance clerk. Provide supplies to students for at-home learning activities. Provide adequate technology for teachers to teach at home and students to engage in learning at home. Tools and programs such as Standards Plus, I-ready computer adaptive learning programs, Class Dojo and other programs promote and support distance learning and grade level readiness. Hot spots for low income scholars in need that cannot access curriculum and instruction.(Title I-funds of 4,000 will be used for the hot spots)</p>	Yes	In-Progress			\$8,000.00	4188.99
	4.2	<p>Launch Parent Academy</p> <p>There is a need to inform and support parents with remote learning tools to improve academics, social emotional growth, attendance and engagement. A parent academy will be created to support families with tools.</p>	Yes	Not Yet Started			\$3,000.00	0

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	4.3	Maintain Attendance Clerk and office Manager Maintain and train Attendance Clerk and Office manager	No	Completed			\$79,050.00	71027.28
	4.4	Provide finger print services for parents Provide finger print services to parents to be able to volunteer at the school, provide support on field trips, and classroom support.	No	Completed			\$1,000.00	0

Goal 5

Goal Description

Children with special needs

Certainly some children have developmental issues that may require different teaching strategies because of biological differences (such as having Autism or because of life experiences (such as living with toxic stress) or both. They need teachers with special skills to recognize and meet their needs. Other children—the vast majority—are typically developing and need a genuine opportunity to learn the foundational skills and knowledge expected by schools. During the preschool years, children need to be assessed for biological and social difficulties, with interventions provided as needed. However, all children—whether they have special needs or not—need to be fully engaged so they become enthusiastic learners of their schools' curricula.

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
Hire a full RSP teacher 1.0 with training of Special Needs under the SELPA act, scheduling with IEP minutes, understanding and educating those that have Sp ed children at home and in class.	Hired an intern teacher who thoroughly trained, educates staff and parents for spec. ed Serves all IEP minutes w/scholars with pull out and push in. Left to other job assignment.	Hired a teacher who thoroughly trained, educates staff and parents for spec. ed Serves all IEP minutes w/scholars with pull out and push in.	RSP position is not filled	Maintained a teacher who thoroughly trained, educates staff and parents for spec. ed Serves all IEP minutes w/scholars with pull out and push in.

Actions & Measuring and Reporting Results

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	5.1	Hire a full RSP teacher 1.0 with training of Special Needs under the SELPA act, scheduling with IEP minutes, understanding and educating those that have Sp ed children at home and in class.		In-Progress			\$6,100.00	0

Our Mission: To develop responsible, respectful, and proactive citizens to become caretakers of our community, our state, our country, and our planet. This begins with our concept for the New Joseph Bonnheim (NJB) being centered on agriculture and on the very community it serves.

OUR DECISIONS ARE TO BE: Mission Driven, Data Driven, and Student Driven.

NJB Steering Committee Meeting Protocols

1. *Speak to the topic* 2. *One speaker at a time* 3. *Not personal* 4. *Support the majority* 5. *Respect the minority*

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New Joseph Bonnheim Community Charter
School.

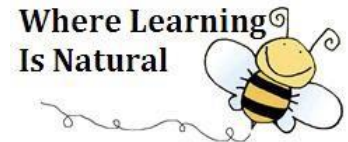
Steering Committee Meeting

February 6, 2024

3:30 to 5:30 PM

Room 26

7300 Marin Avenue Sacramento, CA 95820



A G E N D A – Operational & Educational Focus

1. President call to order and roll call (1 minute)
2. Approval of Agenda (1 minute)
3. Pledge of Allegiance (1 minute)
4. Standing Committee Reports and Suggestion Box (PTA, Social Committee, Farm Committee, ELAC/SSC See Handout 8 minutes)
5. Constituent Feedback on Steering Committee Items (20 minutes total, 2 minutes for each member)
6. Approval of Minutes from Prior Regular Steering Committee Meeting, August 8., 2023 (2 minute)
Total Minutes: 33 mins

NEW BUSINESS

7. Discussion/Action Items related to SC operation: Mrs. Wiley (20 minutes total: 10 presentation and 10 minutes discussion)

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A. Discussion of Rules and Responsibilities

B. LCAP Mid-year review update

C. Cal-OSHA update

8. Discussion/Action Items: Mrs. Wiley, (8 minutes total: 5 minutes presentation and 3 minutes discussion)

a. Library

b. Parents on campus/ First Friday of every month

c. Attendance

Total Minutes: 28

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STANDING BUSINESS

9. Informational -Mrs. Wiley (8 minutes total: 4 minutes presentation and 4 minutes discussion)

- a. RSP/ELD
- b. CASPP

10. Budget and Facilities: Informational/ Item: Mrs. Wiley and Mrs. Cardenas (10 minutes total: 6 minute presentation and 4 minutes discussion)

- a. Budget Updates (Mrs. Wiley)(4 minutes)
- b. List of Work Order- Mrs. Martinez has requested the following work orders for NJB: (Mrs. Cardenas)(2 minutes)
 - 1. Asphalt has a big pothole in the entrance of the main parking lot.
 - 2. Front counter in the office needs to be painted.
 - 3. Roofer needs to replace ceiling tiles in room 9.

11. Informational – Other Educational Updates: Mrs. Wiley (2 minutes total)

- a. Open position for RSP
- b. Open position for cafeteria manager
- c. Open position for plant manager
- d. Hiring of a yard duty

12. Future Agenda Items: (6 minutes total) Please feel free to let us know if you would like an item to be put on our next agenda.

- A. Special meeting to clarify bylaws and approve bylaws with amendments.

13. Public Comment: (5 minutes)

14. SC Members Announcements – (22 minutes total: 2 minutes per member)

15. Next meeting date and time: The next regular SC meeting will be held Tuesday, March 5, 2024, 3:30 PM to 5:30 PM (1 minute)

16. Adjournment (1 minute)

Total Minutes:55

Grand Total: 116

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NJB Steering Committee Meeting Protocols

1. Speak to the topic 2. One speaker at a time 3. Not personal 4. Support the majority 5. Respect the minority

Name	Role
Dianne Wiley Dianne-Wiley@scusd.edu	Member---NJBCC School Principal
Marcela Cardenas Ballarta4@gmail.com	Member--- Steering Committee President and Facilitator/Parent Community Member
Ian Johnson Ian-Johnson@scusd.edu	Member--- Steering Committee minute/notetaker /PrimaryTeacher
Lavida Edmondson Lavida-Edmondson@scusd.edu	Member--- Intermediate Teacher
Amelia Villanueva Amelia-Villanueva@scusd.edu	Member--- ELD Teacher/After-School Enrichment Lead
Mike DiSantis Mike-Disantis@scusd.edu	Member--- Primary Teacher
Heather O’ Brien Hlc22222@gmail.com	Member--- Parent/ Community
Elizabeth Moreno Mselizabethforever@icloud.com	Member--- Parent/Community
Diana Martinez Diana-martinez2@scusd.edu	Member--- Classified Staff
Arthur Aleman Arthuraleman916@gmail.com	Member--- Community Member
Rose Ramos Rramos64@comcast.net	Member--- Community Member
Open	Member---Intermediate Teacher
Open	Member---Classified Member

If you have any questions, concerns, or suggestions we encourage you to contact the Principal, the President and or any member of the Steering Committee. We look forward to hearing from you.

1st Tuesday of each month 3:30 PM – 5:30 PM – Regular Steering Committee Meetings

The first meeting of the month: focuses on both student outcomes and the business side of operating NJB. The intent is for the Steering Committee to “inspect what is expected” as stated in the Charter in regard to student learning and also to review the business side of operating NJB. Topics include revenue, expenditures, site policies and new or supplemental programs that support the core program.

Next Meeting Dates for 23-24:

- February 6th, 2024
- March 5th, 2024
- April 9th, 2024
- May 7th, 2024
- June 4th, 2024

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GEORGE WASHINGTON CARVER
SCHOOL OF ARTS & SCIENCE

Monitoring Goals, Actions, and Resources for the 2023-24 Local Control and Accountability Plan (LCAP)

This template is intended for internal monitoring purposes only. The 2023-24 LCAP template and instructions should be consulted when completing required documents.

(6) (A) The superintendent of the school district shall present a report on the annual update to the local control and accountability plan and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled meeting of the governing board of the school district. (B) The report shall include both of the following: (i) All available midyear outcome data related to metrics identified in the current year's local control and accountability plan. (ii) All available midyear expenditure and implementation data on all actions identified in the current year's local control and accountability plan.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
George Washington Carver School of Arts and Science	LaNecia Kobelt Principal	LaNecia-Kobelt@scusd.edu 916-395-5566

Goal 1

Goal Description

BROAD: College and Career Readiness BROAD: Every student will graduate college and career ready with a wide array of postsecondary options and a clear postsecondary plan. Growth in Graduation Rate and College/Career Readiness will be accelerated for Students with Disabilities, English Learners, African American students, and other student groups with gaps in outcomes until gaps are eliminated. We are committed to increasing student success and removing barriers to success, with special attention to racist practices.

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
Number of students on track for a-g coursework completion	26% of seniors are on track a-g completion 2021-22	46.34% of seniors on track a-g completion 2021-22	Mid-year data not available	100% of seniors graduate with a-g courses
Number of College applications	30% of seniors apply to 4 year colleges 2021-22		% of seniors apply to 4 year colleges	80% of seniors apply to 4 year colleges
Number of students enrolled in ACE classes	30% of 11th and 12th 2021-22	49.5% of 11th and 12th graders applied for ACE classes in 2021-22		75% of students in 11th and 12th grades apply for CE classes
Number of Students earning Ds and Fs	31% of students earn Ds or Fs 2021-22	30% of students earn D's and F's 2021 -22		No students earn Ds or Fs
CA Data Dashboard College/Career 2019		2022 N/A	2023 Low	Blue
CA Data Dashboard Graduation Rate 2019		2022 High	2023 Orange	Blue

Actions & Measuring and Reporting Results

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	1.1	Grading Policy Review grading policy and calibrate grading system. Ensure that grading policies and practices are equitable and removing barriers for students.	No	In-Progress			0	0
	1.2	Academic Intervention Regular review of progress and final grades to offer targeted support for students to provide ongoing, sustained intervention	Yes	In-Progress			\$89,849.00	29306.50

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
		for all students who are struggling.						
	1.3	ACE and College Applications Through the support of a college adviser and teaches of 11th and 12th grade classes, continue to promote, enroll and support students taking college classes on campus through the ACE program at Sac State. Support students so more are applying to 4 year colleges.	No	Completed				
	1.4	Integrating Waldorf Methods Ensuring that all classes integrate the arts, offer hands on projects, make connections to the community will offer students more creative ways to show their learning and to pass classes with a C or higher.	Yes	In-Progress			\$80,274.00	48806.46

Goal 2

Goal Description

School and classroom learning environments will become safer, more inclusive, and more culturally competent through the active dismantling of inequitable and discriminatory systems affecting BIPOC students, LGBTQ+, Students with Disabilities, English Learners, Foster Youth, and Homeless Youth. We are exploring behaviors and restorative ways to address both the harmed and the perpetrator. We are also in need of supports for student attendance, which contributes to student success and appropriate behaviors related to attendance. Our goal is to keep students at school learning, understanding

barriers to behaviors and attendance to increase student success. This goal is essential to Carver's development as a social and environmental justice school, committed to addressing white dominant culture in the school system. it is important that we build in supports for all learners, review policies that act as barriers to success and increase the graduation rate to 100%. We also want to enhance and invigorate the holistic portfolio review and our graduate profile to better support all student learning and demonstrating learning.

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
Suspension Rate	8.6% suspension rate 2021-22 between white, African American and Students with Disabilities.	7.2% suspension rate 2021-22 between white, African American and Students with Disabilities.	2023 2.7% suspension rate	No suspensions
CA Data Dashboard Suspension Rate		7.2% suspension rate 2021-22	2.7% Suspension rate	Blue
Attendance Monitoring	94.4% in 2021	overall attendance 95.06%		Attendance rate at 99%

Actions & Measuring and Reporting Results

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	2.1	Restorative Practice Training Teachers will engage annually in Restorative Practice Training to address their curriculum and classroom practices for optimal equity. Trainings will be available to parents and student as well.	Yes				\$20,000.00	99,855.10
	2.2	Attendance/Office technician Create an FTE for Attendance/Office technician to monitor and support attendance more carefully	No				\$53,157.00	37726.62
	2.3	Campus Monitor/Community Liaison Create an FTE for Campus Monitor/Community Liaison to increase student safety,	No					

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
		connectedness and support the MTSS						
	2.4	Safe Zone and Crisis Prevention Training Teachers will engage annually in Safe Zone & Crisis Prevention Training to address their curriculum and classroom practices for optimal equity. Trainings may be available to parents and student as well.	No					
	2.5	Social Worker Social worker will provide crisis intervention for our disproportionate (29%) numbers of students needing social and emotional support. The social worker will be able to provide follow up with interventions.	No					

February 7, 2023 Guild Meeting Agenda

6:00 pm on Zoom

~ **Welcome, introductions:** Lysa (5 minutes)

✚ 22-23 Guild Meetings Sign In - please use tab for current meeting

Having trouble? Email gwcguild@gmail.com

~ **Treasurer's Report-** Trang (5 minutes)

- Financial Reports
- Carver Paypal Giving Donation Link
- https://www.paypal.com/us/fundraiser/charity/1359609?fbclid=IwAR3cYEjL3YhDtKW9jc8wFIKUBHOZY6SjDveIba_tL7mOOsNtBO2jiwh8k0

~ **Updates from Mrs. Kobelt** (15 minutes)

- LCAP
- Recruitment (Grow Carver)

~ **Guild Marketing to increase student count -Lysa** (15 minutes)

~ **Updates from teachers** (10 minutes)

~ **Campus Beautification - Mrs, Kobelt & Teachers**

~ **New Business - Any new business to discuss?**

Real Time Updates & News

Guild Facebook Page - GW Carver Parent Guild

gwcguild@gmail.com



Monitoring Goals, Actions, and Resources for the 2023-24 Local Control and Accountability Plan (LCAP)

This template is intended for internal monitoring purposes only. The 2023-24 LCAP template and instructions should be consulted when completing required documents.

(6) (A) The superintendent of the school district shall present a report on the annual update to the local control and accountability plan and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled meeting of the governing board of the school district. (B) The report shall include both of the following: (i) All available midyear outcome data related to metrics identified in the current year’s local control and accountability plan. (ii) All available midyear expenditure and implementation data on all actions identified in the current year’s local control and accountability plan.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Sacramento New Technology High School	Jessica Martin Principal	jessica-martin@scusd.edu 916 395 5254

Goal 1

Goal Description
Increased achievement in mathematics

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
Assessment Data	CAASPP Assessment Results will not be available until Fall of 2022. Due to the Pandemic,	CAASSPP Assessment Scores for 2022 - 8% "Standard Met",	CAASPP Assessment Scores for 2023 - 9% "Standard Met",	40% or more students will meet the Standard for math.

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
	Assessment results are not available for the previous year.	16% "Nearly Met", 76% "Not Met"	26% "Nearly Met", 64% "Not Met"	
Number of D's and F's in Math I	34% of students enrolled in Math I this year, received a D. Zero students received an F.	10% of the students enrolled in Math I this year, received a D. Zero students received an F.	Data not available	10% or less of students enrolled in Math I will receive a D or F

Actions & Measuring and Reporting Results

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	1.1	All students will take the Math Benchmark Assessments All New Tech students who are enrolled in Math I, Math II or Math III will take the SCUSD Benchmark Assessments in accordance with the districts assessment windows. The math department will analyze those assessments and create plans to increase achievement in math based on indicated student weaknesses.	No	In-Progress			\$0.00	0
	1.2	After School Tutoring provided (Discontinued) Students will receive after school tutoring from peer tutors and teachers, 1-2 days per week. - The school was unable to hire afterschool staff at the hourly rate due to staff not being interested in participating in this program.	No Yes				\$0.00	
	1.4	Instructional Assistant Support provided for EL and High Risk Students	Yes	Not Yet Started			\$15,000.00	0

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
		2 part time instructional aides will be assigned to assist EL and High Risk Students in class and after school in Math achievement.						
	1.5	Increase Counselor Position from .5 to .8 Increasing the counselor position to a .8 will allow the school counselor to provide more intensive support and services to our ELL students. The school counselor will help track progress of EL students, communicate with parents through interventions and SSTs, and meet with students to create academic plans to help them be more successful in all of their academic classes.	Yes	Completed			\$34,194.00	10591.40

Goal 2

Goal Description

English Language Learner Achievement and Re-designation

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
ELPAC	6 Students scored an Overall score of Level 4 and are eligible for reclassification	6 ELL students were reclassified this year.	1 Student has been Reclassified so far this year.	5 or more students Reclassified each year
Benchmark Assessments	Scores for CAASPP will not be available until the Fall of 2022. Due to the Pandemic, the CAASPP was not given to student in the prior year.	The subgroup EL in the 11th grade is not a large enough group to qualify the data.	Data Not Available	EL students will score 60% correct or above on both ELA and Math District Benchmark Assessments

Actions & Measuring and Reporting Results

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	2.1	<p>Instructional Assistant provided for ELL Support 2 instructional assistants will be assigned to support ELL students in math and English in their classes.</p>	Yes	Not Yet Started			\$15,000.00	0
	2.2	<p>After School Tutoring made available to students (Discontinue) ELL students will be able to access a computer lab/learning center that is staffed by at least one teacher and 1 instructional assistant for support in Math and English. (We were not able to host an after school program due to lack of staff interest)</p>	Yes				\$0.00	
	2.3	<p>Professional Development in PBL/PrBL and Student Centered Learning All staff will participate in Project-Based/Problem-Based Learning with a specific emphasis on supporting ELL students through this method of teaching and learning. Professional Development will be provided by site administration, district EL Instructional Coach, and New Tech Network.</p>	Yes	In-Progress			\$0.00	0

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	2.4	<p>Parent Training Opportunities provided in English and Spanish</p> <p>Parents of ELL students will be given opportunities and workshop offerings on how to effectively use ECHO, an understanding of the 5 learning outcomes and how they can support their student's proficiency in them, how to support students at home, and knowledge of post secondary options so they can better support their students academically. The Parent Advisor will help coordinate these training and provide translation to Spanish Speaking families.</p>	Yes	In-Progress			\$40,463.00	18239.03
	2.5	<p>Increase FTE from .5 to .8 Counselor</p> <p>Increasing the counselor position to a .8 will allow the school counselor to provide more intensive support and services to our ELL students. The school counselor will help track progress of EL students, communicate with parents through interventions and SSTs, and meet with students to create academic plans to help them be more successful in all of their academic classes.</p>	Yes	Completed			\$34,194.00	10,591.40

Goal 3

Goal Description

College and Career Readiness

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
CTE Pathway Completion Rate	81% of the graduating students completed 1 or more CTE Pathways	90% of the graduating students completed 1 or more CTE pathways.	Data Not Available	100% completion in 1 or more CTE Pathways
Enrollment in College Courses	98% of the graduating students completed at least one college course prior to graduating high school	100% of the graduating students completed at least one college course prior to graduating high school	Data Not Available	100% of the graduating students will complete at least one college course prior to graduating high school
A-G Completion	70% of the graduating students completed the A-G requirements	28% of the graduating students completed A-G requirements.	Data Not Available	85% of all 12th graders will complete A-G requirement

Actions & Measuring and Reporting Results

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	3.1	Counseling and guidance in CTE Pathways and Programs Students will complete 1 or both of the 2 CTE pathways at new Tech. Computer Science, Media & Film Production. The school counselor and administrator will inform, guide, and schedule students in a way that will make pathway completion supported and possible.	Yes	In-Progress			\$17,097.00	5295.70
	3.2	Counseling and Guidance for Enrollment in College Courses Every student student will enroll in at least one community college course through the Advance Learning program before they are able to graduate from New Tech. The school counselor will guide students through this process from beginning to end. Completing the college	No	In-Progress			\$17,097.00	5,295.70

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
		application, navigating the online college system, and obtaining a transcript to turn in to the high school registrar.						
	3.3	<p>Highly Qualified and fully credentialed teachers provide content in A-G Courses</p> <p>Students will complete all course work with a grade of C or higher in order to meet the A-G completion requirements. The school counselor, faculty, administration, and support staff will assist students in this area through the MTSS system of support. Highly qualified, fully credentialed teachers will provide content and support for students.</p>	Yes	In-Progress			\$290,411.00	356,026.15

Sac New Tech Steering Committee Agenda
1/22/24

Steering Members: Jessica Martin (Principal), Zac Jereb (Teacher), Alisa Melendez (Parent), Gina Kay (Parent), Zara Carver-Alvarado (Parent), Ilyana Melendez-Collier (Student)

Agenda

1. New Tech Budget 2024-25
2. Staff/Program Changes
 - a. 0.5 to 1.0 Registrar
 - b. 0.8 Counselor to 1.0 Counselor
3. Dashboard Data
4. LCAP Goals and Brainstorm - based on data



Monitoring Goals, Actions, and Resources for the 2023-24 Local Control and Accountability Plan (LCAP)

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(6) (A) The superintendent of the school district shall present a report on the annual update to the local control and accountability plan and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled meeting of the governing board of the school district. (B) The report shall include both of the following: (i) All available midyear outcome data related to metrics identified in the current year’s local control and accountability plan. (ii) All available midyear expenditure and implementation data on all actions identified in the current year’s local control and accountability plan.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
The Met Sacramento High School	Eracleo Guevara Principal	Eracleo-Guevara@scusd.edu (916)395-5417

Goal 1

Goal Description

Promote academic success for all students.

Provide rigorous standards-aligned curriculum, intervention and enrichment to increase academic proficiencies while closing the achievement gaps for all students, based on a culture of collaboration, community, and a supportive working environment that promotes independent learners, values collaboration among stakeholders, and is centered on data-driven decision making (MTSS).

Increase student success in ELA and math by organizing the database that houses Met curriculum. Over the course of the existence of The Met curriculum and documents were created and placed into a database. Due to the large value of documents collected over the 20 years it has become difficult to access these files. To better access the information, the database will be cleaned out and re-organized in different categories to allow easier access to curriculum materials per content area.

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
<p>ELA State Assessment</p> <p>Average Distance from 'Standard Met' on English Language Arts (ELA) Smarter Balanced Summative Assessment for grade 11</p>	<p>Dashboard data for 2020-21 was not available.</p>	<p>Dashboard data for 2021-22 shows students at the Met scored an average of 24.9 points above standard, an increase of 18 points. The Dashboard did not report percent of class meeting standard for this year.</p>	<p>2022-23 40% of students Met or Exceeded Standards on CAASP Assessment</p>	<p>85% of students meeting 'Standard Met' for ELA</p>
<p>Math State Assessment</p> <p>Average Distance from 'Standard Met' on Math Smarter Balanced Summative Assessment for grade</p>	<p>Dashboard data for 2020-21 was not available.</p>	<p>Dashboard data for 2021-22 shows students at the Met scored an average of 69.3 points below standard. This is an increase of 17 points. The Dashboard did not report percent of class meeting standard for this year.</p>	<p>2022-23 16% of students Met or Exceeded Standards on CAASP Assessment</p>	<p>60% of students meeting 'Standard Met' for Math.</p>
<p>Database clean-up</p> <p>Documents organized by content area in folders</p>	<p>On our google drive we created a new shared drive that is called 'new Met database'. Folders have been created and populated with updated documents for the 21-22 school year.</p>	<p>New Met database is in use.</p>	<p>Complete</p>	<p>Database that contains recognizable folders that are easily accessible by staff.</p>
<p>Appropriately assigned and credentialed teachers</p>	<p>100% teachers are appropriately assigned and credentialed</p>	<p>100% teachers are appropriately assigned and credentialed</p>	<p>100% of teachers are teaching in their appropriately assigned credential area.</p>	<p>100% teachers appropriately assigned and credentialed</p>

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
Facilities maintained in good repair.	100% considered to be in GOOD condition	100% considered to be in GOOD condition	100% considered to be in GOOD condition	Facility will be maintained as exemplary
Implementation of state standards for all students.	Standards are being implemented as accessed by regular classroom walk-throughs and completed teacher observations.	Standards are being implemented as accessed by regular classroom walk-throughs and completed teacher observations.	Standards are being implemented as accessed by regular classroom walk-throughs and completed teacher observations.	Standards will be fully implemented as verified by data collection obtained through routine classroom walk throughs.

Actions & Measuring and Reporting Results

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	1.1	Staffing Provide core staff, including administrative, teaching, counseling, and classified.	No	Completed			\$1,376,822.00	597,778.60
	1.2	Professional development and collaboration Provide weekly one hour of time per week for teachers to collaborate with peer approaches to improving student achievement. Activities during collaborative time include review of student data, assessment of student work, and planning of instruction to	No	Completed				
	1.3	Greater implementation of state standards for all students in ELA & Math Improve students' academic outcomes and close achievement gaps in ELA and Math.	Yes	In-Progress			\$298,741.00	84,059.70

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures

Goal 2

Goal Description

To re-establish the importance and emphasis of exhibitions/gateways and place greater emphasis on increasing the rigor of exhibitions/gateways. Standards and rubrics will be developed to greater align exhibitions/gateways across the campus and across grade levels in order to create a much more rigorous four year exhibition skills plan.

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
Create a four-year set of guidelines and rubrics by grade level for project work	<p>Completed items:</p> <ul style="list-style-type: none"> Reading reflections have been created for all grade levels. Health and Wellness rubrics are completed. 4 year project plan for advisory classes is complete 	<p>Completed Items:</p> <ul style="list-style-type: none"> Updated general rubric for exhibition presentations <p>Items from Year 1 in use across campus.</p>	Completed	Completed guidelines and rubrics for each grade level
Divide the project skills between advisory and English workshops.	9th grade students are completing writing assignments to align Who Am I exhibitions. Other grade levels still developing.	Clear advisory expectations by month for 9th and 10th grade advisory.	Completed	Clear expectations by month for advisory and English workshops for all grade levels
Create exhibition expectations based on project work expectations	All staff are utilizing the same template and each grade level is in agreement of projects.	Staff have further defined the grade level specific expectations for exhibitions.	Completed	Exhibition expectations created for all grade levels
Students will have internships	85% of students have internships.	82% of students have internships.	94%	95% of students will have internships

Actions & Measuring and Reporting Results

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	2.1	Improve and realign project work for advisory Additional staffing to work to align project skills between advisory grade levels, develop rubrics for grade level exhibitions/gateways.	No	Completed			\$5,000.00	963.77

Goal 3

Goal Description

Students and families are engaged and empowered to partner with The Met to achieve academic success.

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
% of parents involved in school activities (Exhibitions and academic planning meetings)	70% of families attended exhibitions. This data was collected from sign in sheets from the office.	75% of families attended exhibitions based on principal observation and sign-in sheets.		We would like to see out Family participation rate grow to 90%
Increase parental participation from parents of EL students at school events (Back-to School-Night)	Back to School was virtual and we had 23% of families attend via zoom.	Back to School night was in-person and at similar levels to pre-COVID19.	Exceeded 60% parent participation of EL students	60% participation from parents of EL students
Suspension rate	Data not available	4% 2022 CA Dashboard Data	8.5%	<1 %
Expulsion rate	0%	0%	0%	0%
Parent involvement in decision making) School Site Council and School advisory Board	We did not increase the number of parents, community members attending our SAB meetings.	A greater number of parents (12) requested to be part of the advisory board. We continued to have an adequate number of attendees each meeting.	Two new members added this year	We would like to see the number of parents attending SCC and SAB meetings grow to more than the required numbers for each.
Graduation Rate	20 - 21 86%	2021-22; 96.7%	83.3%	95%

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
Student School Climate Survey	Climate survey - students from The Met did not participate in the 20-21 survey	The Met participated in the district-wide climate survey but 0% of students participated. The Met administered an online survey student survey in Spring 2021, to measure perceptions of school safety and connectedness. The following are the findings of the 89 students in grades 9-12 who participated in the Spring 2021 survey: 89% agree/strongly agree they feel welcomed, or connected, at The Met. 84% agree/strongly agree feel that the school offers a safe atmosphere. These percentages are among the highest in the District. 95% agree/strongly agree that benefit from their internship experience.	Data Not Currently Available	90% positive

Actions & Measuring and Reporting Results

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	3.1	Attendance Parent notification on student absences through phone and email messaging. Intervention conferences with students who are not achieving expected attendance & achievement levels. Written notification to parents for students with excessive absences.	No	Not Yet Started				
	3.2	School Advisory Board (SAB) Increase parent involvement at SAB meeting to increase decision making with stakeholders	No	Completed				

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	3.3	Parent Teacher Home Visits Continue to build the Parent Teacher Home Visit program. This program helps to facilitate home visit experiences that engage, families, educators, and students as a team. Protocols help educators and families to build trust, communication, and common goals.	No	Not Yet Started				
	3.4	Schoology Training Host sessions to train parents (English and Spanish) on how to use Schoology	No	Completed				
	3.5	Recruitment Increase recruitment and informational activities to improve recruitment numbers	No	Completed				

Goal 4

Goal Description

Prepare students to be College and Career Ready.

Metric	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome	Desired Outcome for 2023–24
CA Dashboard College and Career Readiness	CA Dashboard did not report this data for College and Career Readiness for 2020-21	CA Dashboard did not report this data for College and Career Readiness for 2021-22	37.5%	70% of students on track for college and career readiness
Enroll 10th grade students HCD 116 & 330	54% of 10th grade students enrolled in HCD 330 81% of 10th grade students enrolled in HCD 116	163 students were enrolled in at least one community college course.	Check with Linda	95% of 10th graders will complete HCD 116 & 330.

Actions & Measuring and Reporting Results

District Level Owner	Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	4.1	College and Career Readiness Increase graduation rate and college acceptance	No	In-Progress			\$24,471.00	18,555.40
	4.2	Counseling Students are encouraged to begin preparation for their post secondary lives. Our counselor meets with all students to review colleges, fill out FAFSA and she holds workshops to help students in preparing for college or technical school after graduation	No	Completed			\$24,471.00	18,555.40
	4.3	Sacramento City College Sacramento City counselor will work with Met students to develop Educational Plans, and ensure students are on track to meet A-G requirements.	No	Completed				

SAB 2.6.2024

Attendees: Gema, Eracleo, Xico, Becky, Alyssa

Notetaker: Xico

Principal's Report:

Internships:

- 90% with LTI
- 18 no LTI (3 with shadow days)

Enrollment

- 54 9th
- 54 10th
- 39 11th
- 36 12th

Eracleo spoke to Mary HY about the possibility of losing students due to culture change

WASC

Utilizing staff meeting to compiling information

SAB

\$600 to buy bike collective equipment

9th grader in Latham's is leading it

IEP

37 students

T/TH IEP meetings

7 to complete by Diana

9 to complete by Becky

504s

3 past due

3 new requests

Completed 12 and 7 were closed (left the Met or have an IEP)

Small schools playing at large high schools

31 students

Wrong information for the Met

Panther Pipeline

2 SCC students need a book

\$232 for two books

Aly motions for the SAB to pay for books through the Principal's Discretionary Funds

Xico seconds

Motion carries

Gema will purchase books

SAB New Member

Miriam won the election

LCAP Mid Year Review

Erácleo read the goals set by Denise

See Erácleo's notes for what has been met or not met

- ELA was 85% (currently at 40%): Not met.
- 16% met Math standards. Goal was 60%. Not met.
- Database organized: Goal met.
- Teachers assigned by credential: Goal met.
- Facilities in good repair: Goal met.
- Implementation of standards: Goal met.
- Rigor of exhibitions/gateways: Goal met.
- Divide projects b/ Advisory and English: Goal met.
- Exhibition expectations: Goal met.
- Students will have LTIs: Goal in progress.Ω
- Students and families are engaged by 90%. At 69%. Not Met.
- Participation of ELL parents by 60%. 100% met.
- Suspension rate at 1%. Currently at 8%. Not met.
- Expulsion at 0%. Met.
- SAB participation. 2 new members, but not met.
- Graduation rate by 95%. Last year 83.3%. Not Met.
- Student climate survey. Data not available.
- Prepared students for college at 70%. Goal not met 37.5%.
- To enroll 10th grade students in HCD by 95%. Currently 56%. Not met.

Important info for charter renewal. Set attainable goals in the future.

Aly motions to continue working on these goals.

Becky seconds.

Discussion to track participation. Gather data at events and create participation expectations.

Use all the tools available to publicize events.

Discussion on HCD.

Discussion on testing.

Goals are good and attainable.

Cultural shift happening. Work in progress.

Motion passes.

Treasurer Report

Cutting checks at SAB meetings?

We should not expect for students and families to front money for Met approved and recurring events.

Xico motions that Jailah Spratling gets a \$500 check for the Black History Month Celebration.

Aly seconds.

Motion passes.

Approving Last Months Minutes

Xico motions to approve.

Becky seconds.

Motion passes.

Xico motions to adjourn at 6:36pm.

Becky seconds.

Motion passes.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.3

Meeting Date: February 15, 2024

Subject: **Approve Resolution No. 3383: Resolution to Eliminate Certificated Positions Due to a Reduction of Particular Kinds of Service**

- 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. 3383: Resolution to Eliminate Certificated Positions Due to a Reduction of Particular Kinds of Service

Background/Rationale: Staff recommends the reduction and/or elimination of particular kinds of services provided by certificated employees due to declining enrollment, ensuring the District's long-term fiscal health, and/or District program needs.

Resolution No. 3383 includes reference to Exhibit A, which identifies the positions to be eliminated due to a reduction of particular kinds of services.

With the reduction of these positions, **no certificated employees will receive a layoff notice based on known attrition, current vacancies, and the use of one-time funds.**

Financial Considerations: Budget reductions needed to assist in addressing the District's declining enrollment, ensuring the District's long-term fiscal health, and/or District program needs.

LCAP Goal(s): Goals include Safe, Emotionally Healthy and Engaged Students, Family and Community Empowerment, and Operational Excellence.

Documents Attached:

1. Executive Summary
2. Resolution No. 3383
3. Exhibit PKS: will be provided at the Board Meeting February 15, 2024

Estimated Time of Presentation: 5 minutes

Submitted by: Cancy McArn, Chief Human Resources Officer
Human Resource Services

Approved by: Lisa Allen, Superintendent

Board of Education Executive Summary

Human Resource Services

Eliminate Certificated Positions Due to a Reduction of Particular Kinds of Service

February 15, 2024



I. Overview/History of Department or Program

Due to declining enrollment, ensuring the District's long-term fiscal health, and /or District program needs, the District must prepare to reduce and/or eliminate particular kinds of services provided by certificated employees at the end of the 2023-2024 school year. Accordingly, the District seeks to eliminate the services listed in Exhibit A to the attached Resolution No. 3383 pursuant to Education Code section 44955.

Resolution No. 3383 includes reference to Exhibit A which identifies positions to be eliminated due to a reduction of particular kinds of services.

With the reduction of these positions, **no certificated employees will receive a layoff notice** based on known attrition, current vacancies, and the use of one-time funds.

II. Driving Governance:

Education Code section 44955 permits the board to reduce or discontinue particular kinds of services for the upcoming school year. If employees may be subject to layoff due to a reduction of particular kinds of services, Education Code section 44949 requires that impacted employees be issued a precautionary/preliminary layoff notice by March 15 and also be informed of their right to request a hearing on their layoff.

Even though particular services are being reduced or discontinued, the District is able to maintain employment for employees who would otherwise be issued a layoff notice for the 2024-2025 school year due to known attrition, current vacancies, and the availability of one-time funds. In short, the District will not need to issue layoff notices to certificated employees.

III. Budget:

Position reductions are needed to assist in addressing the District's declining enrollment, reduced funding, the District's long-term fiscal health, and/or District program needs.

IV. Goals, Objectives and Measures:

Reduction of particular kinds of services (PKS) and/or decline in average daily attendance (ADA) are the two methods generally used as a basis for a certificated layoff under Education Code 44949 and 44955. A PKS layoff is when the Board of Education decides to eliminate or reduce programs, services or classes. The District has determined and identified the particular kinds of services (PKS) to be reduced in Resolution No. 3383 and the associated Exhibit A.

Board of Education Executive Summary

Human Resource Services

Eliminate Certificated Positions Due to a Reduction of Particular Kinds of Service

February 15, 2024



While particular kinds of services will be reduced or eliminated, no certificated employee will be provided with a layoff notice as a result of these reductions.

V. Major Initiatives:

Exhibit A to the attached resolution is the recommended reduction of services to take effect at the end of the 2023-2024 school year and specifically lists the services to be reduced.

While positions identified in Resolution No. 3383 are being reduced, there will not be any layoff notices provided to certificated employees as a result.

VI. Results:

With the adoption of Resolution No. 3383, staff will be directed to close positions as identified in Resolution No. 3383. **While positions identified in Resolution No. 3383 are being reduced, there will not be any layoff notices provided to certificated employees as a result.**

VII. Lessons Learned/Next Steps:

Approve Resolution No. 3383 - Resolution to Eliminate Certificated Positions Due to a Reduction of Particular Kinds of Service, where positions will be closed, but employees will not receive layoff notices.

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

RESOLUTION NO. 3383

**ELIMINATE POSITIONS DUE TO A REDUCTION OF
PARTICULAR KINDS OF SERVICES**

WHEREAS, the Board of Education of the Sacramento City Unified School District has determined that it shall be necessary to reduce or discontinue the particular kinds of certificated services of the District as itemized in Exhibit "A" at the close of the current school year; and

WHEREAS, it shall be necessary to eliminate at the end of the 2023-2024 school year, for the 2024-2025 school year, particular kinds of certificated services; and

NOW, THEREFORE, BE IT RESOLVED that the Superintendent or designee is directed to eliminate/close the positions set forth in Exhibit "A." Nothing herein shall be deemed to confer any status or rights upon temporary or categorically funded certificated employees beyond those specifically granted to them by statute.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 15th day of February, 2024, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Lavinia Grace Phillips
President of the Board of Education

ATTESTED TO:

Lisa Allen
Secretary of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.4

Meeting Date: February 15, 2024

Subject: **Approve Resolution No. 3384: Notice of Layoff: Classified Employees – Reduction in Force Due to Lack of Work and/or Lack of Funds**

- 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: Approved Resolution No. 3384: Notice of Layoff: Classified Employees – Reduction in Force Due to Lack of Work and/or Lack of Funds.

Background/Rationale: Based on a lack of work and/or lack of funds, and to ensure the District's long-term fiscal health, the District will require a reduced number of classified employee positions for the 2024-2025 school year. In addition, the District continues to face declining enrollment. **Classified layoff notices will be reduced by known attrition, current vacancies, and the needs of the District for hard to fill positions.**

Each year, the District undergoes a process of reviewing available information and engaging in cross-departmental collaborations with school sites to assist in identifying staffing needs for the upcoming school year. These meetings explore:

- 1) Staffing Needs – To provide maximum flexibility during this time of uncertain budgetary constraints.
- 2) Funding changes – categorical and general funds increase or decrease resulting in the reduction of hours or elimination of a classified position.
- 3) Academic program changes – the school site may change an academic focus resulting in the reduction of hours or elimination of a classified position.

- 4) Budget reductions or staffing formula changes – due to budgetary reductions and the potential change in staffing formulas, an increase or decrease of hours or elimination of a classified position may occur.

Prior to determining the layoff of classified employees, a review of current vacant positions and known attrition is conducted. That review enables Human Resource Services staff to assign a displaced employee to a vacant position. As result, a layoff does not occur, or the impact is minimized. Meetings with the appropriate bargaining unit will be scheduled to discuss the effects of the layoff.

Effective January 2021, Assembly Bill 438 changed the classified layoff process. Under Education Code sections 45114, 45115, 45117, 45298, and 45308, school districts must notify employees identified for layoff by March 15 that they will be laid off at the end of the current school year. These employees must also be notified of their opportunity to request a hearing on their layoff. Under Education Code section 45117, when classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights. Exhibit A to Resolution No. 3384 lists the positions that will be laid off for the 2024-2025 school year and thereafter.

The District will continue to try and identify alternative solutions for minimal impact on District employees. As decisions are made regarding the District's budget for 2024-2025, additional funding may become available, new positions may be identified, and/or positions that were eliminated may be restored.

Financial Considerations: Budget reductions needed to assist in addressing the District's declining enrollment, the elimination of certain funds, the District's long term fiscal health, and District program needs.

LCAP Goal(s): Goals include Safe, Emotionally Healthy and Engaged Students, Family and Community Empowerment, and Operational Excellence.

Documents Attached:

1. Executive Summary
2. Resolution No. 3384
3. Exhibit A: will be provided at the Board Meeting February 15, 2024

Estimated Time of Presentation: 5 minutes

Submitted by: Cancy McArn, Chief Human Resources Officer
Human Resource Services

Approved by: Lisa Allen, Superintendent

Board of Education Executive Summary

Human Resource Services

Notice of Layoff: Classified Employees – Reduction in Force Due to Lack of Work and/or Lack of Funds
February 15, 2024



I. Overview/History of Department or Program

Resolution No. 3384 – Notice of Layoff: Classified Employees – Reduction in Force Due to Lack of Work and/or Lack of Funds

District administration proposes to reduce enumerated classified positions due to a lack of work and/or lack of funds.

Classified layoff notices will be reduced by known attrition, current vacancies, and the needs of the District associated with hard to fill positions.

II. Driving Governance:

- Education Code 45114 – “The Governing Board may lay off and reemploy classified employees only in accordance with procedures provided by Sections 45298 and 45308.”
- Education Code 45308 – “Classified employees shall be subject to layoff for lack of work or lack of funds.”
- Education Code 45115 – “Any person who was subject to being, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees’ Retirement System shall be placed on an appropriate reemployment list.”
- Education Code 45117(a)(1) – “No later than March 15 and before a classified employee is given notice by the governing board of a school district that the employee’s services will not be required for the ensuing year due to lack of work or lack of funds, the governing board of the school district and the employee shall be given written notice by the superintendent of the school district or the superintendent’s designee, or, in the case of a school district that has no superintendent, by the clerk or secretary of the governing board of the school district, that it has been recommended that the notice be given to the employee, stating the reasons that the employee’s services will not be required for the ensuing year, and informing the employee of the employee’s displacement rights, if any, and reemployment rights.”
- Education Code 45117(b) – “A classified employee may request a hearing to determine if there is cause for not reemploying the employee for the ensuing year. A request for a hearing shall be in writing and shall be delivered to the person who sent the notice, on or before a date specified in subdivision (a), which shall not be less than seven days after the date on which the notice is served upon the employee. If an employee fails to request a hearing on or before the date specified, the employee’s failure to do so shall constitute a waiver of the employee’s right to a hearing. The notice provided for in subdivision (a) shall advise the employee of the provisions of this subdivision.”

Board of Education Executive Summary

Human Resource Services

Notice of Layoff: Classified Employees – Reduction in Force Due to Lack of Work and/or Lack of Funds
February 15, 2024



- Education Code section 45117(g) – “Notwithstanding the other requirements of this code respecting layoff of permanent classified employees, when classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.”
- Education Code 45298 – “Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of 39 months [and] [t]he person’s reemployment shall take preference over new applicants.”

III. Budget:

Position reductions and/or eliminations are needed to assist in addressing the District’s declining enrollment, reduced funding, the District’s long-term fiscal health, and/or District program needs.

IV. Goals, Objectives and Measures:

Under state law, Education Code sections 45114, 45115, 45117, 45298, and 45308, school districts must provide notice to classified employees of a layoff for lack of work and/or lack of funds by March 15, 2024, and inform affected employees of their right to a hearing. When classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights. Resolution No. 3384 and Exhibit A list the classified positions that will be laid off for the upcoming 2024-25 school year.

Classified layoff notices will be reduced by known attrition, current vacancies, and the needs of the District associated with hard to fill positions.

V. Major Initiatives:

According to Education Code 45117, no later than March 15 and before a classified employee is given notice by the governing board of a school district that the employee’s services will not be required for the ensuing year due to lack of work or lack of funds, the governing board of the school district and the employee shall be given written notice by the superintendent of the school district or the superintendent’s designee, or, in the case of a school district that has no superintendent, by the clerk or secretary of the governing board of the school district, that it has been recommended that the notice be given to the employee, stating the reasons that the employee’s services will not be required for the ensuing year, and informing the employee of

Board of Education Executive Summary

Human Resource Services

Notice of Layoff: Classified Employees – Reduction in Force Due to Lack of Work and/or Lack of Funds
February 15, 2024



the employee's displacement rights, if any, and reemployment rights.

A classified employee may request a hearing to determine if there is cause for not reemploying them for the ensuing year. A request for a hearing shall be in writing and shall be delivered to the person who sent the notice, on or before a date specified in subdivision (a), which shall not be less than seven days after the date on which the notice is served upon the employee. If an employee fails to request a hearing on or before the date specified, the employee's failure to do so shall constitute a waiver of the employee's right to a hearing. The notice provided for in subdivision (a) shall advise the employee of the provisions of this subdivision.

In situations when classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

Classified layoff notices will be reduced by known attrition, current vacancies, and the needs of the District associated with hard to fill positions.

VI. Results:

Resolution No. 3384 will provide layoff notices to central office and school site classified employees informing them of their layoff effective at the end of the school year and any associated right to request a layoff hearing. With approval of this resolution, Human Resources Services will take all actions to send appropriate notices to all affected employees. **Classified layoff notices will be reduced by known attrition, current vacancies, and the needs of the District associated with hard to fill positions.**

VII. Lessons Learned/Next Steps:

Approve Resolution No. 3384 – Notice of Layoff: Classified Employees – Reduction in Force Due to Lack of Work and/or Lack of Funds.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
RESOLUTION NO. 3384**

**NOTICE OF LAYOFF: CLASSIFIED EMPLOYEES – REDUCTION IN FORCE
DUE TO LACK OF WORK AND/OR LACK OF FUNDS**

WHEREAS, Education Code sections 45114, 45115, 45117, 45298 and 45308 require that notice of layoff for lack of work and/or lack of funds be provided to classified employees according to the procedures set forth in those statutes; and

WHEREAS, due to a bona fide reduction or elimination of the service being performed by any department or school site, classified employees shall be subject to layoff for lack of work and/or lack of funds, and affected classified employees shall be given notice of layoff by March 15, 2024, informing them of their layoff and opportunity to request a hearing; and

WHEREAS, if the reduction or elimination of services is due to the expiration of a specially funded program(s), the affected employee(s) shall be given notice of their layoff not less than 60 days prior to the effective date of layoff; and

WHEREAS, the Interim Superintendent recommends that the classified positions set forth in Exhibit A be reduced or eliminated for the 2024-2025 school year due to a lack of work and/or lack of funds and/or due to the expiration of a specially funded program(s), and that impacted employees be provided notice of their layoff and associated hearing rights as required by law. The Board of Education directs the Interim Superintendent or her authorized designee to give notice to the affected classified employees.

NOW, THEREFORE, BE IT RESOLVED, that it shall be necessary, pursuant to the recitals above incorporated by this reference, to eliminate or reduce the classified positions listed in Exhibit A as a result of lack of work and/or lack of funds and/or due to the expiration of a specially funded program(s). The Interim Superintendent or her authorized designee is directed to take all appropriate action needed to implement this resolution and ensure that affected employees are provided with all applicable layoff rights set forth in the Education Code. .

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 15th day of February, 2024, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Lavinia Grace Phillips
President of the Board of Education

ATTESTED TO:

Lisa Allen
Secretary of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1a

Meeting Date: February 15, 2024

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: Janea Marking, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Interim Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>SPECIAL EDUCATION DEPARTMENT</u>		
California Department of Education A24-00078	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$10,197,892 No Match
Period: 7/1/23 – 9/30/25 Description: 2023-2024 Individuals with Disabilities Education Act (IDEA), Part B, Section 611 Local Assistance Entitlements grant to support the expense of educating identified students with disabilities.		

<u>CAREER TECHNICAL EDUCATION DEPARTMENT</u>		
California Department of Education A24-00080	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$5,574 No Match
Period: 7/1/23 – 8/31/24 Description: Career Technical Education Initiative Supplemental Criminal Justice Academy (9036) at C.K. McClatchy High School.		

<u>STUDENT SUPPORT & HEALTH DEPARTMENT</u>		
County of Sacramento A24-00083	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$TBD No Match
Period: 7/1/24 – 6/30/25 Description: The Sacramento County 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.		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>YOUTH DEPARTMENT</u>		
The Hawk Institute SA24-00580 New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The HAWK Institute provides Bridge to The Future programming and mentoring to SCUSD students and families at Umoja International Academy and American Legion High School. The provider also runs the Expanded Learning program at Arthur A. Benjamin Health Professions. The provider collaborate at all three sites to: <ol style="list-style-type: none"> 1. Increase high school completion of African American and underserved youth. 2. Increase career awareness and preparation. 3. Improve critical thinking skills 4. Provide tangible skills and training in the areas of financial literacy and entrepreneurships. 	\$170,320 21 st Century Community Learning Funds

FACILITIES DEPARTMENT

<p>Oransi LLC R24-03084</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Replacement HEPA filters for Oransi “MOD” air purifiers for all District departments and school sites that the District purchased in response to the COVID-19 pandemic.</p> <p>The Purchasing Department find it is in the best interest of the District to utilize Resolution No. 3380, sole source procurement for the “MOD” air purifier HEPA filter replacement proprietary to Oransi, LLC.</p>	<p>\$186,719 ESSER III Funds</p>
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SPECIAL EDUCATION DEPARTMENT

<p>New Directions Solutions dba Procure Therapy S24-00101</p> <p>New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>7/1/23 – 6/30/24: Non-Public Agency Behavior Technician Services for Students as requested by the Special Education Department for fiscal year 2023-2024. In order to address the overall needs of the District’s Special Education continuum of service and to abide with the Individuals with Disabilities Education Act (IDEA), the SCUSD SELPA is needed to contract with this non-public agency to provide classified staff to meet IEP driven services in the area of Intensive Individual Services and difficult to fill classroom Instructional Aide positions.</p>	<p>Original Contract Amount: \$388,800 State Mental Health Funds</p> <p>Increase Requested: \$900,000 Special Education-IDEA Funds</p> <p>Total Contract Amount: \$1,288,800</p>
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Unrestricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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FACILITIES DEPARTMENT

<p>KYA Services R24-03360</p> <p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Refinish, polish and paint upgraded design on the gym floor at Miwok Middle School.</p> <p>The Purchasing and Facilities departments find it in the best interest of the District to utilize CMAS contract 4-20-78-0089C for this project pursuant to Public Contract Code 10298 and 10299.</p>	<p>\$114,923 General Fund</p>
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APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Camellia Elementary Edward Kemble Elementary Woodbine Elementary	BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.
<u>ITEMS</u>	
176 each, Laptops 179 each, Chromebooks 14 each, Projectors 2 each, Printers	STATUS: The District has determined these items are not repairable nor usable.
<u>TOTAL VALUE</u>	
\$0.00	
	RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546
<u>DISPOSAL METHOD</u>	
E-Waste Recycle	

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0510-570, C.K. McClatchy HS New Softball Improvements and Baseball Field Improvements

Bids received: 3:00 pm, January 19, 2024

Recommendation: Rescind Award to D.L Falk, approved by the Board of Education on 2/1/24. Award to Bothman Construction.

Rationale: The District received a Bid Protest contending D.L. Falk failed to list modular building manufacturer as a subcontractor. The District upheld the Protest resulting in D.L. Falk's bid, Non-Responsive.

Funding Source: Measure H Funds

BIDDER	BIDDER LOCATION	AMOUNT
Bothman Construction	Roseville, CA	\$8,755,000
Lamon Construction	Yuba City, CA	\$8,983,000
Rodan Builders	Hayward, CA	\$9,178,000

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, 2023.

Amendment No. 2 Amount: \$535,166; Measure H Funds (long lead material procurement for Interim Housing). Amendment No. 2 for \$535,166 was approved at the May 4, 2023 Board of Education meeting; 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; board approved May 4, 2023.

Amendment No. 3 Amount: \$11,246,889; Measure H Funds. Amendment No. 3 for Increment 1 of construction for the Portable Relocation including twenty-two (22) portable classrooms, two (2) restrooms and Admin Office; board approved May 18, 2023.

Amendment No. 4 Amount: \$(1,588,517); Measure H Funds. Amendment No. 4 for \$(1,588,517) to Balfour Beatty / Clark & Sullivan, a joint venture. Amendment No. 4 revises the Guaranteed Maximum Price (GMP) to remove the CCD #2 allowance line and adds a costs line for DSA approved plans set CCD #2 which includes site work such as building pads, underground utilities, and lime treatment. This extends the GMP until April 2024 for general conditions and requirements as part of the DSA approved plan set CCD#2. This is a deductive cost change to the contract; board approved September 21, 2023.

Amendment No. 5 Amount: \$2,370,300; Measure H Funds. Approve Amendment No. 5 for Increment 2 of construction for the early procurement of long lead materials, including electrical components and structural steel.

New Total Contract Amount: \$12,715,844; Measure H Funds

The cost of construction is currently estimated at \$76,000,000.

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.

Contractor	Project	Completion Date
C.H. Reynolds	Clayton B. Wire Technology Infrastructure	1/11/24

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District Lisa Allen, Superintendent P.O. Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				23	13379	67439	01
Attention Lisa Allen, Superintendent				STANDARDIZED ACCOUNT CODE		COUNTY	
Program Office Sacramento City Unified Special Education Local Plan Area - 3412				Resource Code	Revenue Object Code	34	
Telephone 916-643-9000				3310	8181	INDEX	
Name of Grant Program 2023-24 Individuals with Disabilities Education Act (IDEA) 611 Local Assistance Entitlements						0663	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$10,197,892		\$10,197,892		07/01/2023	09/30/2025	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.027A	H027A230116	Individuals with Disabilities Education Act Part B, Section 611			United States Department of Education		
<p>I am pleased to inform you that you have been funded for the 2023-24 IDEA 611 Local Assistance Entitlements grant to support the expense of educating identified students with disabilities.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please mail the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Nellie Amaro, Associate Governmental Program Analyst Special Education Division, FMTA V Unit California Department of Education 1430 N Street, Room 2401 Sacramento, CA 95814-5901</p> <p>Please also email a copy of the signed Grant Award Notification to IDEAgrants@cde.ca.gov.</p>							
California Department of Education Contact Emily Bunnell				Job Title Education Programs Consultant			
E-mail Address EBunnell@cde.ca.gov					Telephone 916-327-3536		
Signature of the State Superintendent of Public Instruction or Designee 					Date January 8, 2024		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent Janea Marking				Title Chief Business & Operations Officer			
E-mail Address janea-marking@scusd.edu					Telephone (916) 643-9055		
Signature 					Date 02/01/24		

Grant Award Notification

GRANTEE NAME AND ADDRESS Lisa Allen, Superintendent Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Vendor Number	Suffix
Attention Lisa Allen, Superintendent			STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Accounting Office, Categorical Funds			Resource Code	Revenue Object Code	34	
Telephone 916-643-9000			6385	8590	INDEX	
Name of Grant Program California Partnership Academies: Career Technical Education Initiative Supplemental					0615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$5,574		\$5,574		07/01/2023	08/31/2024
CFDA Number	Federal Grant Number	Federal Grant Name		Federal Agency		
<p>I am pleased to inform you that you have been funded for the Criminal Justice Academy (9036) at C.K. McClatchy High School.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) within 10 days of receipt to:</p> <p style="text-align: center;">Alicia Aguirre, Associate Governmental Program Analyst Career and College Transition Division California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>						
California Department of Education Contact Serene Yee			Job Title Education Programs Consultant			
E-mail Address SYee@cde.ca.gov			Telephone 916-319-0460			
Signature of the State Superintendent of Public Instruction or Designee 			Date January 18, 2024			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both, and I agree to comply with all requirements as a condition of funding.</i>						
Printed Name of Authorized Agent Janea Marking			Title Chief Business & Operations Officer			
Email Address Janea-marking@scusd.edu			Telephone (916) 643-9055			
Signature 			Date 02/06/24			

Received

FEB 05 2024

Fiscal Year 2024/2025 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



Department of Health Services

Timothy W. Lutz
Director

Divisions

Administration
Behavioral Health
Primary Health
Public Health

County of Sacramento

January 22, 2024

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

7001A East Parkway, Suite 1000, Sacramento, CA 95823
Office (916) 875-2002 | DHS.SacCounty.gov

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 2024-2025. 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):** _____



Business Services

Contracts Office

5735 47th Avenue • Sacramento, CA 95824
(916) 643-2464

*Lisa Allen, Interim Superintendent
Janea Marking, Chief Business Officer*

BOARD OF EDUCATION

*Lavinia Grace Phillips
President
Trustee Area 7*

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*Jamee Villa
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*Taylor Kayatta
Trustee Area 6*

*Liliana Miller Segura
Student Board Member*

February 7, 2024

County of Sacramento
Department of Health Services
Attn: Yang Xiong
7001 East Pkwy Ste 400
Sacramento, CA 95823

To Whom it May Concern:

The Sacramento City Unified School District has approximately 4,000 full-time employees on payroll.

Sincerely,

Janea Marking
Chief Business Officer

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 _____

**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.

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

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 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



**DIVISION OF BEHAVIORAL HEALTH SERVICES
ASSURANCE OF CULTURAL COMPETENCE COMPLIANCE AND THE ADVANCEMENT
OF HEALTH EQUITY**

This document assures compliance with various federal, state and local regulations, laws, statutes, and policies related to culturally and linguistically competent services for diverse populations as well as outlines steps towards advancing health equity as noted within the Sacramento County Division of Behavioral Health Services (BHS) Cultural Competence Plan Objectives, the National Culturally and Linguistically Appropriate Services (CLAS) Standards, and the Self-Assessment for Modification of Anti-Racism Tool (SMART).

Each organization within a culturally and linguistically competent system focused on advancing health equity is responsible for demonstrating humility, respect for all, and responding to the individualized needs of community members. Services are provided within the appropriate cultural context and through a trauma-informed equity lens that are inclusive of intersectionality of race, ethnicity, national origin, income level, religion, gender identity, gender expression, sexual orientation, age, and/or physical disability. Cultural competence is a developmental and dynamic process – one that occurs over time and is never ending.

Culturally competent and responsive providers:

- Are aware of the impact of their own culture on their relationships with clients.
- Are knowledgeable and respectful of the intersectionality of one’s culture, ethnicity, race, gender identity and expression, sexual orientation, and socio-economic status.
- Adapt their skills to meet the values and customs of each individual served.
- Strive for behavioral health equity and exhibit accountability to the communities served.

BHS Equity Vision Statement Goal (adopted 2021)

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

Definitions

Cultural Competence is a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among client-led providers, family members, and professionals that enables that system, agency, or those professionals and clients, and family member providers to work effectively in cross-cultural situations (adapted from Cross, et al., 1989).

Cultural Humility is the “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). It includes “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).

Equity “is achieved when the dimensions of our identity (e.g., sex, gender identity and expression, cultural identity, race/ethnicity, disability, national origin, age, language, family structure, religion/faith, immigration status, or sexual orientation) and other dimensions of difference defined by social, economic, demographic, and/or geographic characteristics are no longer predictive of unjust cycles of harm and oppression across generations is stopped” (Children and Youth Behavioral Health Initiative, 2023).

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.

“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).

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. This is further complimented by Sacramento County’s commitment towards advancing equity, the National CLAS Standards, and SMART.

Commitment to Cultural Competence and Health Equity

- Address cultural competence and advancing equity 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 humility while improving safety and equity for staff and clients through all agency policy and practice documents, including the mission statement,

statement of values, strategic plans, and policy and procedural manuals. (CLAS-Standard 2, SMART-Workplace Culture, SMART-Clinical Care)

- 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 to address potential disparities with access to care and engagement. (CLAS-Standards 6 and 8, SMART-Clinical Care)

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, linguistic, ethnic, sexual orientation, and gender diversity of populations in the service area. This could include creating plans for assessing and addressing potential disparities for individuals within special populations (e.g., those who are unhoused, have legal/child protective service involvement, or are at risk for vulnerability due to their age) (CLAS-Standard 12, SMART-Community Advocacy)

Implementation of Strategies to Reduce Identified Disparities

- Develop, implement, and monitor strategies for the elimination of identified health and functional disparities (including upstream approaches that address the social determinants of health) and track impact of those strategies on eliminating such disparities. (CLAS-Standard 9, SMART Outcomes/Program Evaluation)
- Utilize a quality improvement framework with a racial equity lens to monitor and evaluate culturally responsive and community defined service delivery and disparity elimination activities. Incorporate data reflection in partnership with the community and share improvement targets/progress with stakeholders to maintain accountability. (CLAS-Standards 10 & 15, SMART-Outcomes/Program Evaluation)

Community Driven Care

- Develop formal and informal relationships with community members, community organizations, and other partners to maximize accountability in the delivery of effective culturally, ethnically, linguistically, sexual orientation and gender affirming appropriate care and monitor the outcomes of these partnerships. (CLAS-Standard 13, SMART-Community Engagement/Co-Production)
 - Ensure diverse representation of clients on advisory/governance bodies/committees (a recommended minimum of 50%) to develop service delivery and evaluation. Diverse representation may include:
 - Individuals with lived mental health/behavioral health experience
 - Family members of a client
 - Transition Age Youth (TAY)
 - Parent/caregivers of youth with serious emotional disturbance
 - Representatives from unserved/under-served/inappropriately served communities including Limited English Proficient (LEP) individuals
- Establish and implement a transparent and inclusive process for obtaining client, community, and staff input related to culturally responsive and community defined service delivery planning, implementation, monitoring, and evaluation. Create and utilize culturally and

linguistically appropriate conflict grievance resolution processes. (CLAS-Standard 14, SMART-Community Engagement/Co-Production)

Workforce Development

- Establish workforce recruitment/hiring strategies that ensure adequate levels of peer specialists (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 (e.g., mentorship); creating a “safe space” to identify and discuss topics of racism, its effects, and ways to improve safety and equity; self-care strategies to address stress and micro-aggressions; and other retention efforts (e.g., examining current promotion practices). Develop corrective measures to address severe shortages impacting ability to serve county populations. This may include creating formal processes to address incidents of racial disparities or discrimination in the workplace (WIC 4341; CLAS-Standard 3; SMART-Workplace Culture; SMART-Hiring, Recruitment, Retention, and Promotion).
- Provide ongoing cultural competence and quality improvement training to peer (persons with lived experience), community (navigators, community health workers), administrative, support and professional personnel (trained behavioral health interpreters, bilingual staff) to effectively address the needs of cultural, racial, ethnic (including linguistic capability), sexual orientation or gender diverse populations. This may include engaging in trauma-informed conversations about experiences of racism and microaggressions as well as identifying ways to address these issues. (CCR Title 9 Section 1810.410, CLAS-Standards 4 and 7, SMART-Workplace Culture)

Provision of Culturally and Linguistically Appropriate Services

- Ensure access to culturally/linguistically appropriate as well as sexual orientation and gender affirming services (treatment interventions, engagement strategies, outreach services, assessment approaches, community defined practices). 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 (including healing practices and ceremonies), spiritual and/or religious experiences and values of diverse populations, inclusive of gender roles, sexual orientation, generational differences, etc. (CLAS-Standards 1 and 5, SMART-Clinical Care)
- Make available behavioral health services that are responsive to the numerous stressors and social determinants of health experienced by cultural, racial, ethnic, sexual orientation or gender diverse populations which have a negative impact on the emotional and psychological state of individuals and make every attempt to provide greater access to services to address potential barriers or disparities impacting access to care and/or engagement (e.g. providing services during evenings/weekend hours and/or in less stigmatizing settings such as in primary care locations, at faith-based organizations, at community organizations, etc.) (CLAS-Standard 12, SMART-Clinical Care)

CONTRACTOR hereby agrees to 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 by:

- Supporting evidence-based, community-defined, promising, and emerging practices that are affirming of one’s sexual orientation/gender identity/gender expression and congruent with ethnic/racial/linguistic/cultural group belief systems, cultural values, traditional healing practices, and help-seeking behaviors.
 - Supporting 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.
 - Providing an emotional environment that ensures people of all cultures, ages, sexual orientation, gender identity, and gender expression feel welcomed and cared for. This shall include:
 - Respect for individual preferences for cultural healing practices including spiritual and/or holistic approaches to health
 - Reception staff that are proficient in the different languages spoken by clients
 - Bilingual and/or bicultural clinical staff that are 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 who are able and willing to respond to clients and their natural support system in an appropriate and respectful manner.
 - Staff identifying their own pronouns and asking about the client’s pronouns
2. Create/implement 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 BHS 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 BHS 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 BHS 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 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 and

offer all clients who speak a primary language other than English access to a bilingual staff or interpreter.

6. Translate signage and commonly-used written educational/informing materials into the predominant language(s) spoken by the communities located within the service area and make these readily available to clients/families.
7. Create a physical environment and “safe space” that ensures individuals of all cultures, races/ethnicities, ages, sexual orientation, gender identity, and gender expression feel welcomed and cared for in the setting. This shall include:
 - Decorating the waiting and treatment areas with artwork/images that are gender affirming and reflect the diverse cultures of Sacramento County
 - Providing reading materials, resources, and magazines in multiple 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
 - Including gender affirming restroom space and signage
 - Using gender affirming language in forms and documents
 - Asking about and using client’s pronouns
8. Ensure that interpreters and bilingual staff demonstrate bilingual proficiency; receive training which includes the skills and ethics of interpreting; and possess knowledge of the terms and concepts relevant to clinical or non-clinical encounters in both languages.
 - As outlined in the Sacramento County BHS 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/sexual orientation/gender identity and pronouns are included in the provider's management information system as well as within 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 processes.
11. Collaborate with cultural, racial, ethnic, sexual orientation, or gender diverse communities and emerging refugee communities to learn more about how these communities 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.

Sacramento City Unified School District
Contractor (Organization Name)

Signature of Authorized Representative

Janea Marking
Name of Authorized Representative (Printed)

Date

Chief Business and Operations Officer
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"/>			
If YES to question #1, please complete the following as to each of these individuals:			

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 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>
Sent: Wednesday, July 8, 2020 3:47 PM
To: Sawhill, Cindy <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

Please sign off on this MOU with the State, and contact Sara Sawyer with any questions.

Powered by **DocuSign**

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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.		

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
The HAWK Institute

The Sacramento City Unified School District (“District” or “SCUSD”) and the The HAWK Institute (“THE CONTRACTOR”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 21, 2023 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage The HAWK Institute to develop, maintain and sustain programs that offer Expanded Learning services to Arthur A. Benjamin Health Professions High school and recreational activities supporting the Expanded Learning programs at the above-mentioned school during the 2023-2024 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

WHEREAS HAWK Institute plans to provide Bridge to The Future programming and mentoring to SCUSD students and families at Umoja International Academy; and

WHEREAS, the ultimate goal of these supplemental services are to (1) meet with at least 20 students to participate in the program for a total of 1.5 hours per session, 10 sessions per week for 36 weeks at Kit Carson International Academy; (2) learning the difference between a job versus a career; (3) conduct research on skills needed for 21st Century careers; (4) Identify a career pathway, clarify values and establish goals, learn how to be a professional in the workplace; (5) develop financial awareness, research and critical thinking; (6) learn the tools for digital marketing including creating a business plan, flyers and a website; (7) Creating a positive brand via social media; (8) and celebrate students who successfully complete the program by recognizing them at the end of the spring 2024 session in a formal, culturally-driven Rites of Passage ceremony; and

All THE CONTRACTOR employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. THE CONTRACTOR shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.

ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment. For provision of services pursuant to this Agreement, District shall pay THE CONTRACTOR for direct services not to exceed **\$170,320.00**, to be made in installments upon receipt of properly submitted invoices.

i. The contractor must provide access to its program and fiscal records for audits and any other state or federal site visits.

ii. Non-submission of the accurate fiscal and program data in a timely manner may have fiscal implications such as withholding of the payments.

iv. Within one month of commencement of services outlined in this agreement, the Provider shall provide documentation supporting that it is able to meet the required target attendance. Failure to provide evidence of meeting target attendance may result in the corrective action plan for the contractor and the site staff. Failing to meet the target attendance for 90 school days will result in a reduction as agreed upon by both parties.

V. If the average daily attendance surpasses 10% of the targeted attendance, the contractor reserves the right to submit a request for additional funding.

Breakdown:

School Name/Program	Total Contract Amount	Funding Sources and the Amount	Number of Students to be Served 180 Attendance Days
Arthur A. Benjamin Health Professions	\$100,000.00	21 st Century ASSETs	70
Umoja International Academy	\$37,800.00	21 st Century ASSETs	20 students per session (1.5 hours). Two sessions per day for 108 days
American Legion	\$30,000.00	21 st Century ASSETs	20 students per session (2.0 hours) Two sessions per week for 28 weeks (56 days)
Total	\$167,800.00		

Arthur A. Benjamin Health Professions must have a full time program manager and 3 instructional aides (IAs) to support 20 to 1 students to staff ratio. All IAs should be at the site for a minimum of five hours.

Training Amount = 18 hours x 7 employees x \$20 = **\$2,520.00** included in the total of ASSETs funding.

Funding Distribution:

21st Century ASSETs = **\$170,320**

The final installment shall not be invoiced by THE CONTRACTOR or due until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, THE CONTRACTOR and each of THE CONTRACTOR employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.

Sexual Abuse and Molestation Insurance

- a. Sexual Abuse and Molestation Insurance is required with limits not less than three million dollars (**\$3,000,000**) per occurrence. This insurance shall cover potential claims of sexual abuse or molestation.
- b. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. THE CONTRACTOR agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify THE CONTRACTOR of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, THE CONTRACTOR agrees to provide a replacement employee within 15 days of receiving notification that

the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

THE CONTRACTOR further agrees and certifies that any employee providing services directly to any student(s) of SCUSD 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

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* THE CONTRACTOR shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from August 21, 2023 through June 14, 2024. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. Either Party may terminate this contract without cause upon giving the other Party thirty (30) days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner. 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 is adjudged as bankrupt; THE CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the 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 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.

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

Accordingly, THE CONTRACTOR agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by THE CONTRACTOR and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. THE CONTRACTOR has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Use of Facilities. Neither THE CONTRACTOR, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. THE CONTRACTOR's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, THE CONTRACTOR shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to THE CONTRACTOR prior to the execution of this Agreement. THE CONTRACTOR is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. THE CONTRACTOR shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. THE CONTRACTOR waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

J. 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, gender identity, sexual orientation, age or marital status. THE CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

- K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- L. 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.
- M. Assignment. This Agreement is made by and between THE CONTRACTOR and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between THE CONTRACTOR and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- R. Approval/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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____
Janea Marking, Chief Business Officer
Sacramento City Unified School District

_____ Date

AGENCY NAME: THE HAWK INSTITUTE

By: Eric Gravenberg
Authorized Signature

_____ Date
January 17, 2024

Print Name: Dr. Eric Gravenberg

Title: President/CEO

Agency's Public Phone Number: 916-217-8071

Email Address: egravenberg@yahoo.com

Sacramento City Unified School District and The HAWK Institute:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, THE CONTRACTOR site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

The HAWK Institute shall:

1. Provide Expanded Learning services at Health Professions according to 21st Century grant guidelines.
2. Provide mentoring services to identified students at Umoja International Academy. The Contractor will work with the site administration to identify the needs of the participating students.
3. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
4. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. THE CONTRACTOR will share the program plan with all stakeholders including school site administrators.
5. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.

6. All Expanded Learning staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
7. Provide general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023 period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30, 2024 period.
8. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
9. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds for termination of this contract.
10. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
11. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
12. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for training.
13. Develop special activities and field trips for the sites individually and collectively.
14. Attend and provide monthly reports at designed meetings, monthly THE CONTRACTOR meetings, monthly THE CONTRACTOR Program Managers meetings, as well as other planning meetings as necessary.
15. Work collaboratively with the other outside THE CONTRACTOR contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
16. Communicate progress of project/partnership development on a timely and consistent manner to the District.
17. Communicate new partnership opportunities with the District.
18. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
19. Provide at least one full time Program Manager at Health Professions High that is employed until the termination of this Agreement. Program Manager is expected to be at the site for 35+ hours each week and all after school instructional aides should be at the site for a minimum of 25 hours per week.
20. Provide sufficient staffing to maintain a 20:1 student/staff ratio, THE CONTRACTOR will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
21. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
22. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
23. Act as liaison with parents in supporting family engagement.
24. During the week of when faculty returns, the program provider is expected to host meet and greet hours for the whole school staff.
25. The HAWK Academy will attend all the mandatory agency directors and supplemental provider meetings.

26. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
27. Other areas as agreed upon by the Parties.

Sacramento City Unified School District and The HAWK Institute
Program Expectations
Attachment B

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming THE CONTRACTOR regarding District expectations.

1. THE CONTRACTOR and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. THE CONTRACTOR and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. THE CONTRACTOR will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
 - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pick up purposes
 - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and district or agency’s email should be used to communicate program related information to families and students.

4. Area representatives, THE CONTRACTOR and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*
 - f. Clean and organized paperwork (e.g. sign-in sheets, registration forms and other documentation)
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
 - d. Adhering to dress code policies in alignment with the school site, site handbook regulations, site administration guidelines and expectations
6. In order to support academic achievement, THE CONTRACTOR/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
 7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate and will collaborate as needed with outside SCUSD contracted agencies to support data and evaluation practices

12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 916-357-6697 916-652-2049 MGK Risk and Insurance Services, Inc. 1024 Iron Point Rd. Folsom, CA 95630	CONTACT NAME: MGK Risk and Insurance Services, Inc. PHONE (A/C, No, Ext): 916-357-6697 E-MAIL ADDRESS: mkeeley@mgkrisk.com	FAX (A/C, No): 916-652-2049
INSURED HAWK Institute 3230 Arena Blvd. Suite 245-161 Sacramento, CA 95834	INSURER(S) AFFORDING COVERAGE INSURER A : Nonprofits Insurance Alliance of CA INSURER B : AmTrust INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		2023-45123-NPO	11/14/2023	11/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 ISC/SAM \$ 1M occ/3M agg
A	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2023-45123-NPO	11/14/2023	11/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			2023-45123-UMB	11/14/2023	11/14/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 ISC/SAM \$ 2M occ/2M agg
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SWC 1291627	06/15/2023	06/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Employee Dishonesty			2023-45123-Prop	11/14/2023	11/14/2024	\$25,000 w/ \$500 Ded
A	Sexual Molestation			2023-45123-NPO	11/14/2023	11/14/2024	\$500,000 Occ/Agg
A	Volunteers			2023-45123-ACC	11/14/2023	11/14/2024	\$50,000 Acc/\$1M Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Sacramento City Unified School District, its officials, it's officials agents and employees are included as Additional Insured per NIAC-61 02 19

CERTIFICATE HOLDER

Sacramento City Unified School District
5735 47th Ave.
Sacramento, CA 95824

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Quotation

Created on	Quote #
12/6/2023	QUO-39

113 Corporate Drive
 Radford VA 24141
 United States

Bill to:

Sacramento City Unified School District
 5735 47th Avenue
 Sacramento CA 95824
 United States

Ship to:

Sacramento City Unified School District
 2401 Florin Road
 Sacramento CA 95822
 United States

Created by	Email	Expires on	FOB	Freight Terms	Payment Terms
Crystal Musick	cmusick@oransi.com	1/5/2024	Destination	Prepay	Net 30

Item	Quantity	Rate	Amount
RFMD MOD Replacement Filter	3,000	\$59.99	\$179,970.00
Bulk Discount		-5%	\$-8,998.50

Comments:

Lead-Time- 2-3 Days ARO

- Prices above do not include taxes. If Tax Exempt please provide a copy of the certificate.
- Taxes, Shipping and Handling if applicable will be added to the invoice. .

Signature: _____ Date: _____

Printed Name: _____

Terms and Conditions: <https://oransi.com/pages/global-procurement-terms>

Product Warranty: <https://oransi.com/blogs/blog/warranty>

Subtotal	\$170,971.50
Tax Total (8.75%)	\$15,747.38
Shipping Total	\$0.00
Total	\$186,718.88



**MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2023-2024**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2023, between Sacramento City Unified School District, hereinafter referred to as the local educational agency (“LEA”) and New Directions Solutions LLC dba Procure Therapy (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 student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

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, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to

be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the 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 SERVICE 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).

Exhibit B includes the ISA form.

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 related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual 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 adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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.

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a 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-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that 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 by LEA.

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.

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, Juneteenth, 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 C), attendance reports (see Exhibit D) 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 section 49005, *et seq.*, 56521.1 and 56521.2. 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 federal law and its 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 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 school day, and annually to all staff who have any contact or interaction with pupils during the school day. (Ed. Code 56366.10(f).) The 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 upon LEA request.

Pursuant to 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 a 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.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. Emergencies *require* a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment ("FBA"), and to determine an interim plan, or both. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

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.

All restraint practices must be reviewed and revised 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 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 an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

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.

CONTRACTOR's 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 by LEA.

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 (10th) 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, 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 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8(a), (d) and 106.9(a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (“HIPAA”). CONTRACTOR shall include verification of these procedures to the 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 and shall be submitted to the LEA and LEA student’s Parent quarterly.

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 and electronically (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 when applicable. 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. When requested, 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 providing services in a LEA student's home as specified in the IEP shall ensure that at least one Parent of the child, or an adult caregiver with the Parent's written and signed authorization to make

decisions in an emergency, is present. The names of any adult caregiver other than the Parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. CONTACTOR shall ensure that the Parent informs the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with CONTRACTOR.

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 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines and 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 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth 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 LEA 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. A copy of the current IEP shall be provided to the LEA.

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, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the LEA student's Parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, 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. Sec. 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 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the NPS on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

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

These are SCUSDs requirements.

If CONTRACTOR is a NPA:

When CONTRACTOR is an NPA, all employees, volunteers, and subcontractors of CONTRACTOR who will or are likely to interact with LEA students 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, it's 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). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. 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).)

In accordance with California Education Code section 56366.1(a)(5), 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 maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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 CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

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 Blood-Borne 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 2023-2024 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 49422 *et seq.* when CONTRACTOR serves a LEA student who 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 storing medications in a secure location and 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 a LEA form 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 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 31st 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: Pursuant to the provisions of Education Code section 56366(c)(2), the LEA or CONTRACTOR may appeal to the Sacramento County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract to negotiate the contract. Within thirty (30) days of receipt of this appeal, the Sacramento County Superintendent of Schools or a designee, shall mediate the formulation of a contract, which shall be binding on both parties. Alternatively, the parties may agree to retain the services of a mutually agreed upon mediator to negotiate the contract.. Both parties agree to pay for their own costs and expenses arising out of any such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

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 (10th) 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 (5th) 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 set forth in paragraph 23, above, and 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 1st day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

CONTRACTOR
New Directions Solutions, LLC dba ProCare Therapy

Lindsay Hinnant

Lindsay Hinnant
Division Director
October 03, 2023 17:12 UTC
IP: 12.34.60.210

LEA
Sacramento City Unified School District

DocuSigned by:

Jesse M. Castillo

10/09/2023

By:

62FA4B50BB04454

Jesse Castillo Date
Assistant Superintendent of Business Services

Notices to CONTRACTOR shall be addressed to:

Lindsay Hinnant, Division Director
New Directions Solutions LLC
344 E. H Street, Suite 1402-3
Chula Vista CA 91910

P: (770) 776-2114 F: ()
Email: Lindsay.hinnant@procuretherapy.com

Notices to LEA shall be addressed to:

Geovanni Linares, Director III, Special Education
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

P: 916-643-9163 F: 916-643-9466
Email: Geovanni-linares@scusd.edu

EXHIBIT A: 2023-2024 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEAR**

The CONTRACTOR: New Directions Solutions LLC dba Procure Therapy

CDS NUMBER:

Maximum Contract Amount: See Purchase Order

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:

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>
Mental Health		
Residential Room & Board		
Transportation		
Intensive Individual Services (340)		
Language and Speech (415)		
Speech Lang Pathologist	\$132-142	Per Hour
Speech Lang Pathologist Assistant	\$100	Per Hour
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Registered Nurse	\$95-105	Per Hour
Licensed Vocational Nurse	\$85	Per Hour
Certified Nursing Assistant	\$75	Per Hour
Assistive Technology Services (445)		
Occupational Therapy (450)		
Occupational Therapist	\$125-130	Per Hour
Certified OT Assistant	\$100	Per Hour
Physical Therapy (460)		
Physical Therapist	\$132-142	Per Hour
Physical Therapist Assistant	\$90	Per Hour
Individual Counseling (510)		
Counseling and Guidance (515)		
School Counselor	\$115-125	Per Hour
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
School Psychologist	\$132-142	Per Hour
Behavior Intervention Services (535)		
BCBA	\$132-142	Per Hour
Registered Behavior Technician	\$90	Per Hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Teacher	\$95-105	Per Hour

New Directions Solutions LLC dba Procure Therapy

Sign Language Interpreter	\$95-100	Per Hour
Interpreter Services (715)		
Audiological Services (720)	\$150-155	Per Hour
Specialized Vision Services (725)		
Teacher	\$95-105	Per Hour
Orientation and Mobility (730)	\$90-100	Per Hour
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)		
Special Education Teacher (Permanent Place)	\$22,500	Only
Paraprofessionals	\$75	Per Hour
School Social Worker	\$115-125	Per Hour
General Education Teacher	\$22,500	Only

EXHIBIT B: 2023-2024 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2023 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, 2024, 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)							

EXHIBIT C: INVOICE COVERSHEET



INVOICE COVER SHEET

BILL TO:

Sacramento City Unified School District
 5735 47th Avenue, Sacramento, CA 95824

SEND INVOICE TO: SPED-Invoices@scusd.edu

Invoice #:

**Invoice
 Date:
 PO #:**

Month of Service:

REMIT TO:

**NPS:
 ADDRESS:
 CITY / ST / ZIP:**

**CONTACT NAME:
 EMAIL:
 PHONE / FAX:**

DESCRIPTION	RATE	QUANTITY	AMOUNT
BALANCE DUE			\$ -

Administrator's Signature:	DATE:
-----------------------------------	--------------

EXHIBIT C: NPA INVOICE



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

REMIT TO NPA: Address: City/ST/Zip:	Contact Name: Email: Phone/Fax:
--	--

SERVICE TYPE: (ex. Speech)

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				SLP		
				SLPA		
SUBTOTAL						\$ -

SERVICE TYPE: (ex. Occupational Therapy)

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				OTR		
				COTA		
SUBTOTAL						\$ -

SERVICE TYPE: (ex. Physical Therapy)

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				PT		
				PTA		
SUBTOTAL						\$ -
TOTAL						\$ -

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 C: NPS INVOICE



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

REMIT TO	Contact Name:
NPs:	Email:
Address:	Phone/Fax:
City/ST/Zip:	

ATTENDANCE:

STUDENT NAME	NPS SITE CASE MANAGER	# DAYS	COST
SUBTOTAL			\$ -

TRANSPORTATION:

STUDENT NAME	# DAYS	COST
SUBTOTAL		\$ -

RELATED SERVICE TYPE: (ex. Speech)

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				SLP		
				SLPA		
SUBTOTAL						\$ -

RELATED SERVICE TYPE: (ex. Occupational Therapy)

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				OTR		
				COTA		
SUBTOTAL						\$ -
TOTAL						\$ -

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 D: 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:

P- Present	B- Behavior Related Absence
A- Absent	H- Holiday/ No School

** Please only use values listed above when reporting attendance **

Please Submit To
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	
1	DOB Last Name, First Name																										
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.



PREPARED FOR

Chris Ralston

Sacramento City Unified School District

R24.033100

chris-ralston@scusd.edu

12/21/2023

Miwok Middle School Sand and
Refinish

Project Number 1-2-24232

CMAS 4-20-78-0089C

Contact

Ed Perez

1800 E. McFadden Ave.
Santa Ana, CA

916-870-8507

Ed.Perez@theKYAgroup.com

Pages 6

CA LICENSE #984827 B + C15

DIR #1000003379



Proposal: 1-2-24232
To: Sacramento City Unified School District
5735 47th Ave
Sacramento
California
95824

Date: December 21, 2023
Terms: Net 30
CMAS 4-20-78-0089C

c/o: Sacramento City Unified School District
RA: Ed Perez
RA Phone: 916-870-8507
RA Email: Ed.Perez@theKYAgroup.com
Site: Sutter Middle (Sacramento City Unified)
Address: 3150 I St.,
95816

Site Qualifications and General Scope of Work

DIR # 1000003379

[Empty rectangular box for site qualifications and general scope of work]

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials _____



SCOPE OF WORK - PRICING

	Quantity	U/M	Price	Value
Miwok Middle School Sand and Refinish				
<u>(line 1572) FLRFIN FLOOR FINISH- Advantage Defense finish for sealing wood gym floors on new or exsiting systems</u>	35.00	EA	\$576.91	\$20,191.85
<u>(line 1573) FLRSEAL FLOOR SEALER- Advantage Sport Sealer for sealing wood gym floors on new or exsiting systems</u>	35.00	EA	\$325.02	\$11,375.70
<u>(line 1740) NUGOR GORILLA PAD- Specialty floor polish pad for finishing installation of Cast-in-Place tyle with terrazo-style visual</u>	60.00	EA	\$124.52	\$7,471.20
<u>(line 2059) UPGRADE UPGRADE WITH DESIGN WORK- Custom Design Service</u>	11,000.00	SF	\$3.46	\$38,060.00
<u>(line 229) 7780 WATER-BORNE EPOXY PRIMER-Water-Based Epoxy primer with fast-drying properties, designed to adhere to multiple surfaces</u>	20.00	EA	\$55.30	\$1,106.00
<u>(line 1782) PNTGLS COMMERCIAL GRADE PAINT- GLOSS OPTION- Heavy Duty Paint Coating for covering existing primer in interior or exterior applications in Gloss Finish</u>	5,000.00	SF	\$0.76	\$3,800.00
<u>Surface Preparation for Finish</u>	11,000.00	SF	\$1.32	\$14,520.00
<u>Application of Sealer</u>	11,000.00	SF	\$1.54	\$16,940.00
<u>Bonding</u>	1.00	EA	\$1,458.54	\$1,458.54
			Total Price	\$114,923.29

6200

Initials _____



CONDITIONS AND WARRANTY

1) Proposal:

The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable. Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

3) Standard Exclusions:

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment:

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1800 E McFadden Ave, Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:

Manufacturing lead-time and delivery varies depending on the product purchased.

Initials _____



9) Returned Product, Deposits and/ or Cancelled Order:

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.

Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty: Limitations of Liability:

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.

COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).

The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____



15) Force Majeure: Impracticability:

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement, No Reliance:

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:

This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

KYA Services LLC

Accepted by:

Signature: _____ Signature: *Ed Perez*

By: (Print) _____ By: (Print) Ed Perez

Title: _____ Title: Regional Advisor

Date: _____ Date: December 21, 2023

Initials _____

**AMENDMENT NO. 5 TO FACILITIES LEASE
BY AND BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND
BALFOUR BEATTY / CLARK & SULLIVAN JOINT VENTURE**

This Amendment No. 5 to the Facilities Lease (“[Fifth] Amendment”) is made and entered into this 15th day of February 2024 (“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. Fifth 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 Fifth Amendment and any provision of the Facilities Lease or any prior amendment thereto, the provisions of this Fifth Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 5 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: _____, 2024

Dated: _____, 2024

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BALFOUR BEATTY – CLARK/SULLIVAN A JOINT VENTURE

By: _____

By: _____

Name: Janea Marking

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.

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.

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
Demo of Unforeseen Site Utilities	\$42,000
Dryrot Repairs at Relocated Portables	\$26,000
Misc. Removal of Unmoved Items from Portables	\$8,800
Uzin Floor Skimming and Floating (2,856 SF of total 22,855 SF)	\$8,257
Manual Watering Irrigation Demo Areas	\$15,000
Process Wet Soils After Rain Event	\$15,000
Building Weather Protection	\$10,000
Clean, Prime, and Paint Gas Piping	\$7,200
Provide and Install Knox Boxes	\$4,877
Total Allowance Amount	\$137,134

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.

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.

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 three percent (3%) for the Owner Contingency and three percent (3%) 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 and other reasonably agreed upon usages. The Developer is responsible for costs that exceed the Developer Contingency. The Owner is responsible for costs that exceed the total Allowance amount.

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 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 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 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK; ATTACHMENTS TO FOLLOW]

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			

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			

Miscellaneous Project Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Performance and Payment Bonds	X			
2	Developer-provided insurance				
3	Printing - Drwgs & Specs	X			
4	Initial Soils Investigation				X
5	Testing and Inspection				X
6	Maintenance After Occupancy				X
7	Facility Operator/Training	X			
8	Fees				X

Hoisting		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Hoist & Tower Rental	X			
2	Hoist Landing & Fronts	X			
3	Hoist Operator	X			
4	Hoist Safety Inspections	X			
5	Hoist Material Skips/Hoppers	X			
6	Erect & Dismantle Hoists	X			
7	Crane Rental	X			
8	Crane Operators	X			
9	Crane Safety Inspections	X			
10	Erect & Dismantle Crane	X			
11	Fuel, Repairs, Maintenance	X			
12	Crane Raising/Jumping Costs	X			
13	Safety Inspections	X			
14	Forklift Rental	X			
15	Forklift Operator	X			
16	Forklift Safety Inspections	X			
17	Fuel, Repairs, Maintenance	X			

Contractor's Main Office Staff		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Corporate Executives			X	
2	Principal in Charge			X	
3	Estimating Cost Engineering			X	
4	Value Engineering			X	
5	Scheduling			X	
6	Drafting and Detailing			X	
7	Purchasing & Contracts			X	
8	Accounting & Bookkeeping			X	
9	Safety & E.E.O Officer			X	
10	Secretarial			X	
11	Clerk/Typist			X	
12	Computer/Data Processing			X	
13	Legal (General Services/Pertaining to			X	
14	Travel & Subsistence			X	
15	Fringe Benefits & Burden			X	
16	Vacation Time/Main Office			X	
17	Bonuses/Main Office			X	

ATTACHMENT 2

GUARANTEED MAXIMUM PRICE

Pre-Construction Fees:	\$ 74,810
Amendment 1 Increment 01 Early Procurement of Long Lead Items:	\$ 76,836
Amendment 2 Increment 01 Early Procurement of Long Lead Items:	\$ 535,166
Amendment 3 Increment 01 Construction	\$ 11,246,889
Amendment 4 Increment 01 CCD 02 Construction	\$ (1,588,157)
Amendment 5 Increment 02 Early Procurement of Long Lead Items:	\$ 2,370,300
Total Adjusted GMP (Pre-Construction Fees + Amendments 1-5):	\$ 12,715,844

See the following page for supporting documents.

Cesar Chavez / Edward Kemble INC 02 Early Procurement

Prepared By: Balfour Beatty / Clark Sullivan, A Joint Venture

Project Location: 3022 Torrance Avenue, Sacramento, CA 95822, United States of America

Balfour Beatty

+



**CLARK/SULLIVAN
construction**

BUILDING SYNERGY

EARLY PROCUREMENT

Number	Name	Companies	Viewed	Bidding	Bids	Early Procurement Company	Forecasted Total	Early Procurement Amount
05.12	Structural Steel	25	19	5	5	Davison Iron Works, Inc.	\$4,575,450	\$1,810,000
26.05	Electrical, Low Voltage, Electronic Safety & Security	34	26	8	8	Redwood Electric Group	\$7,811,933	\$452,255
	Total	59	45	13	13		\$12,387,383	\$2,262,255

INDIRECT COSTS

Number	Description	Amount
Bonds & Insurance		\$42,665
	Builders Risk Premium @ .70%	\$16,592
	GL Insurance @1.10%	\$26,073
Fees		\$65,379
	GC Fee @ 2.89%	\$65,379
	Total	\$108,045

INC 02 Early Procurement Total

\$2,370,300

Steel available today may not be there next week so it is critical that we secure as much as we can ASAP. That said, we strongly recommend an early release on ALL steel material in addition to the BIM/detailing. The following is a short summary of what we propose for early procurement costs. We must also be clear on the importance of early payment for material purchases. We cannot wait to join the regular project billing cycle months from now. The owner must be ready to pay for stored materials 30 days after we invoice for these initial purchases.

Material	Weight	Cost w/tax and OH
BIM/Detailing	n/a	\$130,000
All steel	1,456,000	\$1,680,000

Total #	1,456,000	(728 tons)
Total \$	<u>\$1,810,000</u>	Procurement total

Note: This total is inclusive of all taxes and insurance.

Sincerely,

Davison Iron Works, Inc

Brian Morris

Hucik, Joe

From: Brian Morris <brian@davisoniron.com>
Sent: Friday, January 19, 2024 4:19 PM
To: Hucik, Joe
Cc: Machado, Bill; Gasaway, Cornell; Koch, John; Sly, Jim; Grant Peszynski
Subject: RE: INC 02 Kemble Chavez Notice of Intent - Davison Iron Works
Attachments: Kemble - Early Steel Procurement.pdf

Joe,
Per our discussion, our formal request for early steel procure is attached.

Thanks,

Brian Morris

Davison Iron Works, Inc.

E: brian@davisoniron.com / P: 916 381 2121

From: Hucik, Joe <JHucik@Balfourbeattyus.com>
Sent: Friday, January 19, 2024 2:48 PM
To: Brian Morris <brian@davisoniron.com>
Cc: Machado, Bill <bmachado@Balfourbeattyus.com>; Gasaway, Cornell <CGasaway@Balfourbeattyus.com>; Koch, John <jkoch@Balfourbeattyus.com>; Sly, Jim <JSly@Balfourbeattyus.com>; Grant Peszynski <grant@davisoniron.com>
Subject: RE: INC 02 Kemble Chavez Notice of Intent - Davison Iron Works

Thanks Brian – just left a voicemail, give me a call on my cell phone at 916-220-9391.

Thank you,

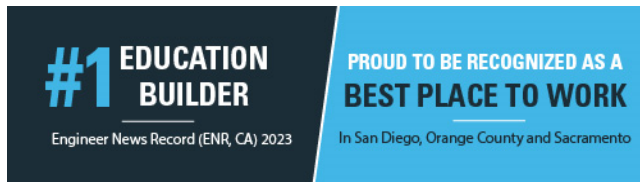
Joe Hucik, Assoc. DBIA

Senior Project Manager | Balfour Beatty

O: (916) 760-0805 | C: (916) 220-9391

E: jhucik@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty



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From: Hucik, Joe <JHucik@Balfourbeattyus.com>
Sent: Tuesday, January 16, 2024 11:24 AM
To: Brian Morris <brian@davisoniron.com>; Grant Peszynski <grant@davisoniron.com>; John Hult <john@davisoniron.com>
Cc: Machado, Bill <bmachado@Balfourbeattyus.com>; Gasaway, Cornell <CGasaway@Balfourbeattyus.com>; Koch, John <jkoch@Balfourbeattyus.com>; Sly, Jim <JSly@Balfourbeattyus.com>
Subject: RE: INC 02 Kemble Chavez Notice of Intent - Davison Iron Works

Brian – thank you for speaking with me this morning. Per our conversation, we will be on the lookout for your early procurement proposal of long lead steel members needed to maintain project schedule by Friday 10/19/24. Be sure to include related back up per our conversation noting member type/sizes/qty, as this backup will be required for District to approve on a Board Docket targeted for 2/15/24. Upon District/Board Approval, we are targeting issuance of a Subcontract Agreement for related early procurement on 2/16/24. The balance of this agreement would be amended via change order upon Board Approval of the INC 02 GMP targeted for 3/7/24 as referenced below.

Also per our conversation, the below forwarded Notice of Intent from 12/26/23 releases Davison on the following action items: “Value Engineering ideas, BIM Coordination, Shop Drawings/Submittals, schedule assistance, and pricing updates through the DSA Drawing approval schedule.” We anticipate the DSA Back Check set being released to our team the week of 1/29/24. Please advise if Davison recommends moving forward on detailing now, or awaiting until 1/29/24 for receipt of the Back Check Set.

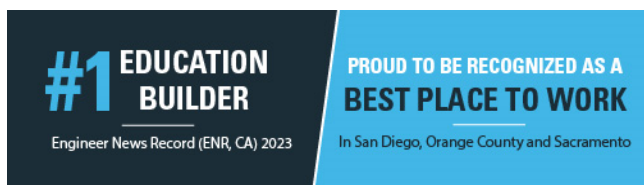
Below are the Structural changes from DSA to accompany the DSA Back Check Set:

Structural		
	2C.S-133A/B	Addition of minor WF/HSS blocking beams (HSS blocking beams at canopy area)
	2A.S-111,2M.S-111,2M.S-112	Included SureBoard shear wall panel as alternate
	2A.S-132	Revised dovetail deck over flex space to be 16ga to avoid trapezes at fire spring
	2M.S-111	

Thank you,

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



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Warning: Although the company has taken reasonable precautions to ensure no viruses or other malware are present in this email, the company cannot accept responsibility for any loss or damage arising from the use of this email or attachments.

From: Brian Morris <brian@davisoniron.com>
Sent: Tuesday, January 2, 2024 2:40 PM
To: Hucik, Joe <JHucik@Balfourbeattyus.com>; Grant Peszynski <grant@davisoniron.com>; John Hult <john@davisoniron.com>
Cc: tfoor@clarksullivan.com; Frandsen, Kyle <KFrandsen@Balfourbeattyus.com>; Machado, Bill <bmachado@Balfourbeattyus.com>; Gasaway, Cornell <CGasaway@Balfourbeattyus.com>; Koch, John <jkoch@Balfourbeattyus.com>; Mao, Claire <CMao@Balfourbeattyus.com>; Gadson, Mary <mgadson@balfourbeattyus.com>; Sly, Jim <JSly@Balfourbeattyus.com>; Larry Cabodi <lcabodi@clarksullivan.com>
Subject: RE: INC 02 Kemble Chavez Notice of Intent - Davison Iron Works

External Email

Joe,
Thanks for the notice. We look forward to working with you on this project.
We will send you our team list within a couple days but, for now, please forward any job-related information to Grant Peszynski and myself.

Regards,

Brian Morris

Davison Iron Works, Inc.

E: brian@davisoniron.com / P: 916 381 2121

From: Hucik, Joe <JHucik@Balfourbeattyus.com>
Sent: Tuesday, December 26, 2023 8:45 AM
To: Brian Morris <brian@davisoniron.com>; Grant Peszynski <grant@davisoniron.com>; John Hult <john@davisoniron.com>
Cc: tfoor@clarksullivan.com; Frandsen, Kyle <KFrandsen@Balfourbeattyus.com>; Machado, Bill <bmachado@Balfourbeattyus.com>; Gasaway, Cornell <CGasaway@Balfourbeattyus.com>; Koch, John <jkoch@Balfourbeattyus.com>; Mao, Claire <CMao@Balfourbeattyus.com>; Gadson, Mary <mgadson@balfourbeattyus.com>; Sly, Jim <JSly@Balfourbeattyus.com>; Larry Cabodi <lcabodi@clarksullivan.com>
Subject: INC 02 Kemble Chavez Notice of Intent - Davison Iron Works

Davison Iron Works,

We are carrying your bid proposal in our initial Guaranteed Maximum Price (GMP) with the District for the Structural Steel Scope of work. We have met with the District to review our initial GMP and received approval to move forward with your firm for Value Engineering ideas, BIM Coordination, Shop Drawings/Submittals, schedule assistance, and pricing updates through the DSA Drawing approval schedule for the performance of this work upon District Board Approval of the final GMP targeted on March 7th 2024. We are currently anticipating the DSA Back Check Set to be made available towards the end of January 2024, for pricing to be finalized for the final GMP amount with the District.

Based on the District's direction, it's our intent to work with your firm through Value Engineering, Pricing Updates for the final board approved GMP, BIM coordination, Submittals/Shop Drawing approvals, and contract negotiations up until the anticipated March 7th Board Approval Date. Contingent upon Board approval, we'd then enter into a formal Subcontract Agreement for the approved amount for this scope of work.

We have received REVIT files for the Bid Set of Plans for initial background set up and anticipate updated REVIT files towards the end of January 2024 for the DSA Back Check Set. Please reply with your project team's contact information, including the BIM main point of contact at your earliest convenience.

Our project team is listed below and also copied on this email.

- John Koch – Asst. Project Manager
- Bill Machado – Sr. Superintendent
- Cornell Gasaway – Asst. Superintendent
- Claire Mao – Senior VDC/BIM Manager
- Mary Gadson – Sr. Project Accountant
- Joe Hucik – Preconstruction Manager

Thank you for your continued cooperation and looking forward to a successful project with Davison Iron Works.

Respectfully,

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



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January 23, 2024

Balfour Beatty / Clark Sullivan Joint Venture
Project Office
3022 Torrance Avenue
Sacramento, Ca. 95822

Attention: Joe Hucik
Project: Cesar Chavez / Edward Kemble New Construction and Modernization, Inc. #2
Reference: Gear Procurement

Dear Joe,

Redwood Electric Group (REG) is pleased to present this proposal to procure the long lead electrical gear package for the Project. Our intention is to provide a single source package to alleviate any maintenance concerns by the district. The proposal is based on the single line received on 1/17/24, the bid set drawings, and the current specifications for the Project.

As requested, REG contacted the representatives for the specified manufacturers. We determined the best option based on pricing and schedule is EATON. This proposal includes the cost of the Gear Procurement, Training, and the Power System Study.

The current lead time for the EATON gear to arrive on site is (60) working weeks. This lead time includes (6) weeks to complete shop drawings, (51) weeks to ship, and (1) week for transit time. We need to assume a (2) week lead time for the district consultants to review and approve the submittal. This places the gear on site (60) weeks after our vendor receives a Purchase Order from Redwood Electrical Group.

The noted costs include mark-up, tax, and freight.

EATON: \$ 498,060

As a courtesy to the district, REG contacted a non-specified manufacturer, IEM, and requested a comparable package with an improved lead time. IEM provided competitive pricing. The current lead time for the IEM gear to arrive on site is (39) working weeks. This lead time includes (6) weeks to complete shop drawings, (30) weeks to ship, and (1) week for transit time. We need to assume a (2) week lead time for the district consultants to review and approve the submittal. This places the gear on site (39) weeks after our vendor receives a Purchase Order from Redwood Electrical Group.

The noted costs include mark-up, tax, and freight.

IEM: \$ 452,255

REG in our proposal has indicated the current lead times, and assumed transit time to site. The durations do not include the review process associated with the district to confirm a decision. REG will begin the procurement process once it receives a clear directive from the district on the preferred path.



The noted costs are for the REG procurement of the electrical equipment only, including the gear, panels and transformers downstream of the MSB. The costs include the updated single line revision changing the 2500A MSB to a 3000A board. We have not included any added labor or special handling costs associated with the upcoming single line and mechanical power revisions. We also have not included any unknown costs that SMUD may generate when they review the updated single line for the Project.

Please review the noted costs with your team and the district. Feel free to reach out if you have any questions or concerns.

Best Regards,

Gary Herrera
Project Manager
C. 510-435-8561
gherrera@RedwoodEG.com

Hucik, Joe

From: Gary Herrera <gherrera@RedwoodEG.com>
Sent: Tuesday, January 23, 2024 7:48 PM
To: Hucik, Joe
Subject: Kemble-Chavez Gear Procurement
Attachments: Kemble-Chavez Gear Procurement.pdf

External Email

As requested...

Please note I contacted the electrical engineer with TEE. He mentioned he was open to the use of IEM on the project.

He needs to change the specifications to include IEM in the upcoming drawing / specification issuance.

Call me if you have any questions.

Gary Herrera
Project Manager
3017 Douglas Boulevard, Suite 120
Roseville, Ca. 95661
P. 916-774-0300
C. 510-435-8561
gherrera@RedwoodEG.com



Electrical Constructi

FEEDER SCHEDULE

FEEDER SCHEDULE GENERAL NOTES

1. COPPER FEEDER SIZES SHOWN IN THIS SCHEDULE ARE BASED ON CONDUCTORS WITH THHN/THWN-2 INSULATION IN EMT CONDUIT.
2. ALUMINUM FEEDER SIZES SHOWN IN THIS SCHEDULE ARE BASED ON CONDUCTORS WITH XHHW-2 INSULATION IN EMT CONDUIT.
3. FEEDER SIZES SHOWN IN THIS SCHEDULE ARE BASED ON AN AMBIENT TEMPERATURE OF 30 DEGREES C (86 DEGREES F).
4. FEEDERS CONSISTING OF MULTIPLE SETS OF CONDUCTORS AND CONDUITS ARE TO BE PROVIDED WITH THE INDICATED SIZE GROUND CONDUCTOR IN EACH CONDUIT.
5. PER CEC ARTICLE 110.14, ALL FEEDERS SIZED AT #2 AWG OR LESS ARE CALCULATED PER 60 DEGREE TABLE. FEEDERS GREATER THAN #2 AWG ARE RATED 75 DEGREE.

FEEDER SCHEDULE REMARKS

- A. OVERSIZED 150% NEUTRAL, SUITABLE FOR SERVICE FROM K-13 RATED TRANSFORMERS.
- B. FEEDER APPROVED FOR USE WITH SEPARATELY DERIVED SYSTEM. GROUNDING AS REQUIRED BY CEC ARTICLES 240 AND 250.
- C. FEEDER GROUND AND BONDING JUMPER SHALL HAVE AN AREA NOT LESS THAN 12.5% OF THE AREA OF THE LARGEST PHASE CONDUCTOR.
- D. INCREASE CONDUIT TO THE NEXT LARGER TRADE SIZE WHEN USING SCHEDULE 40 OR #0 PVC CONDUIT.
- E. PER CEC SECTION 240.4(B), FOR OVERCURRENT DEVICES RATED 800A OR LESS, THE NEXT HIGHER STANDARD OVERCURRENT DEVICE RATING (ABOVE THE AMPACITY OF THE CONDUCTORS) CAN BE USED. RULE CAN NOT BE APPLIED IF 100% RATED BREAKERS ARE USED.
- F. PER CEC 240.2(C), THE PROVISIONS OF 240.4(B) SHALL NOT BE PERMITTED FOR TRANSFORMER SECONDARY CONDUCTORS.

FEEDER TAG	FEEDER DESCRIPTION	CONDUIT	CONDUCTORS		SEPARATELY DERIVED SYSTEM		REMARKS
			PHASE/NEUTRAL	GROUND	GROUNDING ELECTRODE	BONDING JUMPER	
202	20 AMP, 2 WIRE	1-0.75"	2 #12 CU	1 #12 CU	-	-	-
303	30 AMP, 3 WIRE	1-0.75"	3 #10 CU	1 #10 CU	-	-	-
504	55 AMP, 4 WIRE	1-1.00"	4 #8 CU	1 #8 CU	-	-	-
603	55 AMP, 3 WIRE	1-1.00"	3 #6 CU	1 #6 CU	-	-	D,E
604	55 AMP, 4 WIRE	1-1.00"	4 #6 CU	1 #6 CU	-	-	D,E
803	85 AMP, 3 WIRE	1-1.00"	3 #3 CU	1 #3 CU	-	-	-
1003	95 AMP, 3 WIRE	1-1.25"	3 #2 CU	1 #2 CU	-	-	D,E
1004	95 AMP, 4 WIRE	1-1.50"	4 #2 CU	1 #2 CU	-	-	D,E
1253	130 AMP, 3 WIRE	1-1.25"	3 #1 CU	1 #1 CU	-	-	-
1504	150 AMP, 4 WIRE	1-2.00"	4 #1/0 CU	1 #1/0 CU	-	-	-
1753	175 AMP, 3 WIRE	1-1.50"	3 #2/0 CU	1 #2/0 CU	-	-	-
2003	200 AMP, 3 WIRE	1-2.00"	3 #3/0 CU	1 #3/0 CU	-	-	-
2004	200 AMP, 4 WIRE	1-2.00"	4 #3/0 CU	1 #3/0 CU	-	-	-
2254	230 AMP, 4 WIRE	1-2.50"	4 #4/0 CU	1 #4/0 CU	-	-	-
2504	255 AMP, 4 WIRE	1-2.50"	4 #250 KCMIL CU	1 #4/0 CU	-	-	-
3004	310 AMP, 4 WIRE	1-3.00"	4 #350 KCMIL CU	1 #4/0 CU	-	-	-
4004	380 AMP, 4 WIRE	1-3.00"	4 #500 KCMIL CU	1 #2 CU	-	-	D,E
T4004	400 AMP, 4 WIRE	2-2.00"	2 SETS OF 4 #3/0 CU	1 #1/0 CU/SET	#1/0 CU IN 0.75" C,	#1/0 CU	B,F
6004	620 AMP, 4 WIRE	2-3.00"	2 SETS OF 4 #350 KCMIL CU	1 #1 CU/SET	-	-	-
8003	760 AMP, 3 WIRE	2-3.00"	2 SETS OF 3 #500 KCMIL CU	1 #1/0 CU/SET	-	-	-
8004	760 AMP, 4 WIRE	2-3.00"	2 SETS OF 4 #500 KCMIL CU	1 #1/0 CU/SET	-	-	D
12003	1260 AMP, 3 WIRE	3-3.00"	3 SETS OF 3 #600 KCMIL CU	1 #3/0 CU/SET	-	-	D
30004	3040 AMP, 4 WIRE	8-3.00"	8 SETS OF 4 #500 KCMIL CU	1 #400 KCMIL CU/SET	-	-	D

NUMBERED SHEET NOTES

1. EXTEND EMPTY CONDUITS FOR SMUD PRIMARY FROM EXISTING UTILITY POLE. COORDINATE RISER REQUIREMENTS WITH SMUD.
2. PAD MOUNTED UTILITY TRANSFORMER. REFER TO SMUD COMMITMENT DRAWINGS AND SMUD ELECTRIC SERVICE REQUIREMENTS. ENGINEERING SPECIFICATION T007 DRAWING UVD 2.2, 2.2A.
3. INSTALL SECONDARY FEEDER PER SMUD ENGINEERING SPECIFICATION T007.
4. PROVIDE UTILITY METER SOCKET PER SMUD REQUIREMENTS.
5. PROVIDE DIGITAL POWER METER, SQUARE D POWERLOGIC ION7350 POWER AND ENERGY METER OR EQUAL, WITH INTEGRATED DISPLAY WITH OPTICAL PORT.
6. PROVIDE ELECTRONIC TRIP CIRCUIT BREAKERS WITH MICROLOGIC TRIP SYSTEM, TRIP UNITS SHALL PROVIDE REAL TIME METERING BACK TO THE POWER AND ENERGY METER INTERFACE.
7. MAIN BUILDING PANELBOARD SERVES LIGHTING LOADS. TOTAL LOAD ACCOUNTS FOR LESS THAN 10% OF THE CONNECTED LOAD. MEETING REQUIREMENT FOR EXCEPTION TO 130.50(D) OF THE 2016 BUILDING ENERGY EFFICIENCY STANDARDS. REFER TO LIGHTING PLANS AND PANEL SCHEDULES FOR CIRCUITING REQUIREMENTS.
8. MAIN BUILDING PANELBOARD SERVES HVAC LOADS. REFER TO PLANS FOR FEEDER AND OTHER CONNECTION REQUIREMENTS; REFER TO PANEL SCHEDULE FOR OCP REQUIREMENTS. COORDINATE WITH MECHANICAL PLANS AND SCHEDULES.
9. PANELBOARD SERVES RECEPTACLE AND EQUIPMENT LOADS.
10. PROVISIONS FOR FUTURE CIRCUIT BREAKER FOR FUTURE PV BACKFEED; MUST BE LOCATED AT OPPOSITE END OF BUS FROM THE MAIN CIRCUIT BREAKER.
11. STUB 1" CONDUIT FROM ELECTRICAL ROOM TO ACCESSIBLE CEILING SPACE BELOW THE SOLAR READY ROOFTOP AREA.
12. PROVISIONS FOR FUTURE BREAKERS, REFER TO PANEL SCHEDULES.
13. PROVIDE SPARE CONDUITS TO SITE PULLBOXES AS INDICATED ON ELECTRICAL SITE PLAN.
14. PROVIDE EV SUB-METER AS REQUIRED BY THE SMUD COMMERCIAL ELECTRIC VEHICLE PROGRAM SPEC T017.
15. PANEL EV1 TO FEED EVCS AND SERVE AS THE DISCONNECTING MEANS AS ALLOWED BY SMUD T017.
16. BREAKER SHALL SHUNT TRIP UPON ACTIVATION OF HEAT DETECTOR IN SHAFT OR ELEVATOR MACHINE ROOM. PROVIDE INTERFACE WITH FIRE ALARM SYSTEM.
17. PROVIDE SHUNT TRIP AND INTERLOCK WITH FIRE SUPPRESSION SYSTEM FOR AUTOMATIC SHUT-OFF.

FIRE PUMP CALCULATIONS

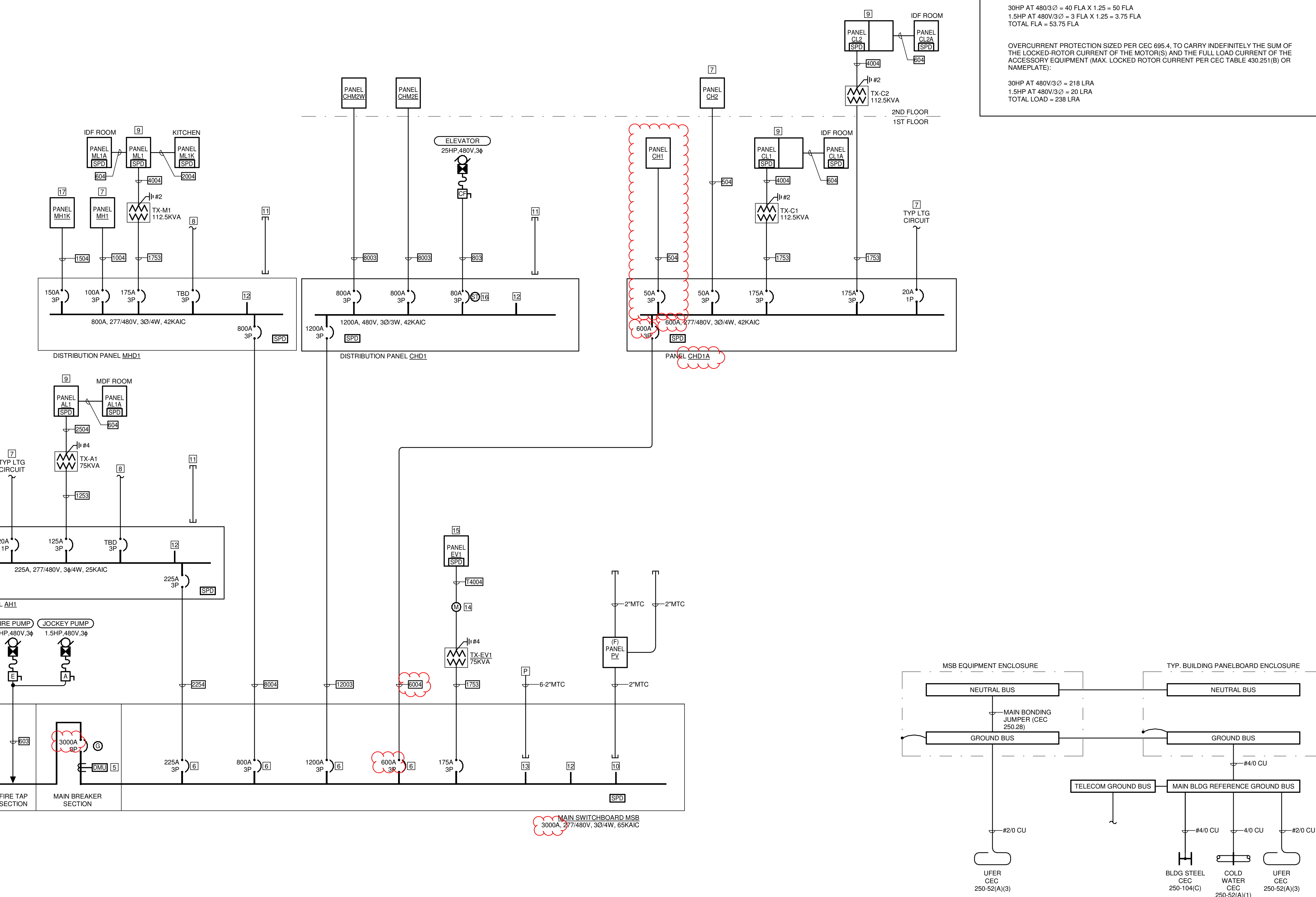
FIRE PUMP CALCULATIONS:

FIRE PUMP/JOCKEY PUMP CONDUCTORS SIZED PER CEC 695.6 (C) AND TABLE 430-250:

30HP AT 480V/3Ø = 40 FLA X 1.25 = 50 FLA
 1.5HP AT 480V/3Ø = 3 FLA X 1.25 = 3.75 FLA
 TOTAL FLA = 53.75 FLA

OVERCURRENT PROTECTION SIZED PER CEC 695.4, TO CARRY INDEFINITELY THE SUM OF THE LOCKED-ROTOR CURRENT OF THE MOTOR(S) AND THE FULL LOAD CURRENT OF THE ACCESSORY EQUIPMENT (MAX. LOCKED ROTOR CURRENT PER CEC TABLE 430.251(B) OR NAMEPLATE):

30HP AT 480V/3Ø = 218 LRA
 1.5HP AT 480V/3Ø = 20 LRA
 TOTAL LOAD = 238 LRA



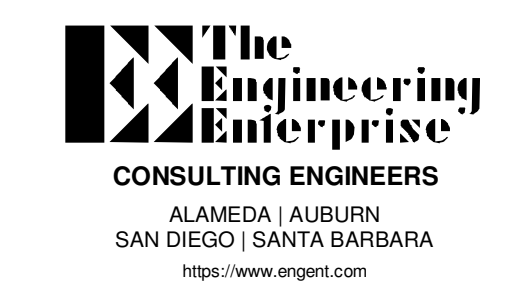
1 POWER ONE-LINE DIAGRAM
SCALE: NTS

2 GROUNDING SYSTEM RISER DIAGRAM
SCALE: NTS



2025 Nineteenth Street
 Sacramento, CA 95818
 P 916.558.1900
 www.lionakis.com

CONSULTANT



ALAMEDA | AUBURN
 SAN DIEGO | SANTA BARBARA
 https://www.eneer.com

SEAL



PROJECT
**KEMBLE - CHAVEZ
 ELEMENTARY SCHOOL
 REPLACEMENT CAMPUS
 INCREMENT 2**
 7495 29TH ST
 SACRAMENTO, CA 95822

CLIENT
 SACRAMENTO CITY UNIFIED SCHOOL
 DISTRICT
 5735 47TH AVE, SACRAMENTO CA 95824

MARK	DATE	DESCRIPTION
INC #1	03/03/2023	INC #1 DSA APPROVAL
INC #2	08/15/2023	INC #2 DSA SUBMITTAL
INC #2	09/29/2023	INC #2 BID SET

MANAGEMENT	DESCRIPTION
LIONAKIS PROJECT NO:	022063
CLIENT PROJECT NO:	N/A
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POWER ONE-LINE DIAGRAMS

SHEET
2.E-701

Prepared by Balfour Beatty / Clark-Sullivan, A Joint Venture
 Bid Package Lead: Joe Huck
 Project Location: 3022 Torrance Avenue, Sacramento, CA 95822, United States of America

05.12: Structural Steel
 Generated January 23, 2024

Leveled Bid
 Base Bid
 Estimated Cost
\$6,597,441

LINE ITEMS

Unit	Unit Cost	Total Cost
\$4,437,500		
Structural Steel	\$4,396,500	
Payment and Performance Bond Costs (See the Instruction for Bidders, Item # 10 for bond requirements)	\$41,000	
OTHER COSTS		
\$137,950		
Union install / erection		
Fire watch	\$9,500	
Misc. Metals scope package		
Guard/hand rails at stairs		
Site stair railing	\$7,250	
Roof access ladders - A, C & M bldgs. parapet ladders also		
Pipe brackets for Basketball backstops, 2 each. Potential scope gap between steel and B-stops supports	\$5,000	
HSS roof screen framing		
Elevator steel		
Angle rails at OH coiling / Bifold doors		
Removal of temp. safety cable rail & posts	\$30,800	
Screens below stairs	\$98,900	
Mechanical unit supports per 16/2S-901		
Pre-pour & post pour footing anchor bolt survey		
PV posts at M bldg.		
FOB Cast in stair tread nosing's	-\$12,000	
Trash enclosure gates	-\$19,000	
Site pipe gates		
Drinking fountain rails		
Green screen, ext. C bldg. 2C.A-211		
Deck opening reinforcements as shown on S sheets		
FOB pipe bollards	\$4,000	
FBO Counter support Angles / C/S-BB Install	\$5,500	
Galvanized steel above ext. soffits at C bldg.		
Skateboard racks, supply & install	\$8,000	
Adequate manpower / overtime for erection schedule		
BIM Support (Metal Works Only)		
ALTERNATES		
\$0		
Alternate #1. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 30 days beyond the 90-day bid guarantee.	\$0	
Alternate #2. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 60 days beyond the 90-day bid guarantee.	\$0	
Leveled Bid Total		
		\$4,575,450
Item	Yes	No
Bidder acknowledges All Front End Documents and Addendums 1-3.	YES	NO
Bidder acknowledges P&P bonds will be required on base bids over \$100,000.	YES	YES
Bidder acknowledges a P&P Bond or Personal Guarantee will be required on base bids between \$25,000 and \$100,000 (Refer to the Instruction for Bidders, Item # 10)	YES	YES
Bidder guarantees their bid for 90-days.	YES	YES
Bidder acknowledges the Project Labor Agreement.	YES	YES
Bidder acknowledges the Insurance Requirements for this project.	YES	YES
Is Bidder prequalified with Balfour Beatty Construction, LLC?	YES	NO
Is Bidder prequalified with the school district?	YES	NO
Bidder acknowledges that Textura will be used at a cost of .22% of the contract value with a maximum of \$5,000.	YES	YES
Bidder acknowledges that LCP tracker will be used for labor compliance.	YES	YES
Is Bidder DVBE certified?	NO	NO
Is Bidder utilizing any DVBE subcontractors?	NO	NO
Contractors License number.	674599	655446
License Classification.	C-51	C23, C51
DIR Registration number.	1000006095	1000002228
EMR Rate.	.85	.73
BOND INFORMATION		
Payment and Performance Bond Rate (For bids over \$100K).	.89%	1.00%
CERTIFICATIONS		
Does Bidder represent a certified minority business?	NO	NO
Summary		
Hold bid amount other than material. Actual material costs to be determined upon award of project. Attached is our bid proposal.		

Davison Iron Works, Inc.
 Submitted by John Hull

\$4,575,450
\$4,437,500
 Revision #1, November 16, 2023

Unit	Unit Cost	Total Cost
\$4,437,500		
Structural Steel	\$4,396,500	
Payment and Performance Bond Costs (See the Instruction for Bidders, Item # 10 for bond requirements)	\$41,000	
OTHER COSTS		
\$137,950		
Union install / erection		
Fire watch	\$9,500	
Misc. Metals scope package		
Guard/hand rails at stairs		
Site stair railing	\$7,250	
Roof access ladders - A, C & M bldgs. parapet ladders also		
Pipe brackets for Basketball backstops, 2 each. Potential scope gap between steel and B-stops supports	\$5,000	
HSS roof screen framing		
Elevator steel		
Angle rails at OH coiling / Bifold doors		
Removal of temp. safety cable rail & posts	\$30,800	
Screens below stairs	\$98,900	
Mechanical unit supports per 16/2S-901		
Pre-pour & post pour footing anchor bolt survey		
PV posts at M bldg.		
FOB Cast in stair tread nosing's	-\$12,000	
Trash enclosure gates	-\$19,000	
Site pipe gates		
Drinking fountain rails		
Green screen, ext. C bldg. 2C.A-211		
Deck opening reinforcements as shown on S sheets		
FOB pipe bollards	\$4,000	
FBO Counter support Angles / C/S-BB Install	\$5,500	
Galvanized steel above ext. soffits at C bldg.		
Skateboard racks, supply & install	\$8,000	
Adequate manpower / overtime for erection schedule		
BIM Support (Metal Works Only)		
ALTERNATES		
\$0		
Alternate #1. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 30 days beyond the 90-day bid guarantee.	\$0	
Alternate #2. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 60 days beyond the 90-day bid guarantee.	\$0	
Leveled Bid Total		
		\$4,575,450
Item	Yes	No
Bidder acknowledges All Front End Documents and Addendums 1-3.	YES	NO
Bidder acknowledges P&P bonds will be required on base bids over \$100,000.	YES	YES
Bidder acknowledges a P&P Bond or Personal Guarantee will be required on base bids between \$25,000 and \$100,000 (Refer to the Instruction for Bidders, Item # 10)	YES	YES
Bidder guarantees their bid for 90-days.	YES	YES
Bidder acknowledges the Project Labor Agreement.	YES	YES
Bidder acknowledges the Insurance Requirements for this project.	YES	YES
Is Bidder prequalified with Balfour Beatty Construction, LLC?	YES	NO
Is Bidder prequalified with the school district?	YES	NO
Bidder acknowledges that Textura will be used at a cost of .22% of the contract value with a maximum of \$5,000.	YES	YES
Bidder acknowledges that LCP tracker will be used for labor compliance.	YES	YES
Is Bidder DVBE certified?	NO	NO
Is Bidder utilizing any DVBE subcontractors?	NO	NO
Contractors License number.	674599	655446
License Classification.	C-51	C23, C51
DIR Registration number.	1000006095	1000002228
EMR Rate.	.85	.73
BOND INFORMATION		
Payment and Performance Bond Rate (For bids over \$100K).	.89%	1.00%
CERTIFICATIONS		
Does Bidder represent a certified minority business?	NO	NO
Summary		
Hold bid amount other than material. Actual material costs to be determined upon award of project. Attached is our bid proposal.		

Metal Works
 Submitted by Tod Hamilton

\$4,828,500
\$3,968,393
 Original Proposal, November 16, 2023

Unit	Unit Cost	Total Cost
\$3,977,500		
Structural Steel	\$3,931,500	
Payment and Performance Bond Costs (See the Instruction for Bidders, Item # 10 for bond requirements)	\$46,000	
OTHER COSTS		
\$851,000		
Union install / erection		
Fire watch	\$9,500	
Misc. Metals scope package	\$235,000	
Guard/hand rails at stairs		
Site stair railing		
Roof access ladders - A, C & M bldgs. parapet ladders also		
Pipe brackets for Basketball backstops, 2 each. Potential scope gap between steel and B-stops supports	\$6,000	
HSS roof screen framing		
Elevator steel		
Angle rails at OH coiling / Bifold doors		
Removal of temp. safety cable rail & posts	\$75,000	
Screens below stairs	\$100,000	
Mechanical unit supports per 16/2S-901		
Pre-pour & post pour footing anchor bolt survey		
PV posts at M bldg.		
FOB Cast in stair tread nosing's		
Trash enclosure gates		
Site pipe gates		
Drinking fountain rails	\$10,000	
Green screen, ext. C bldg. 2C.A-211		
Deck opening reinforcements as shown on S sheets	\$75,000	
FOB pipe bollards		
FBO Counter support Angles / C/S-BB Install	\$5,500	
Galvanized steel above ext. soffits at C bldg.	\$170,000	
Skateboard racks, supply & install	\$8,000	
Adequate manpower / overtime for erection schedule	\$75,000	
BIM Support (Metal Works Only)	\$65,000	
ALTERNATES		
\$0		
Alternate #1. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 30 days beyond the 90-day bid guarantee.	\$0	
Alternate #2. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 60 days beyond the 90-day bid guarantee.	\$0	
Leveled Bid Total		
		\$4,828,500
Item	Yes	No
Bidder acknowledges All Front End Documents and Addendums 1-3.	NO	NO
Bidder acknowledges P&P bonds will be required on base bids over \$100,000.	YES	YES
Bidder acknowledges a P&P Bond or Personal Guarantee will be required on base bids between \$25,000 and \$100,000 (Refer to the Instruction for Bidders, Item # 10)	YES	YES
Bidder guarantees their bid for 90-days.	NO	NO
Bidder acknowledges the Project Labor Agreement.	YES	YES
Bidder acknowledges the Insurance Requirements for this project.	YES	YES
Is Bidder prequalified with Balfour Beatty Construction, LLC?	YES	NO
Is Bidder prequalified with the school district?	YES	NO
Bidder acknowledges that Textura will be used at a cost of .22% of the contract value with a maximum of \$5,000.	YES	YES
Bidder acknowledges that LCP tracker will be used for labor compliance.	YES	YES
Is Bidder DVBE certified?	NO	NO
Is Bidder utilizing any DVBE subcontractors?	NO	NO
Contractors License number.	746823	655446
License Classification.	Structural Steel	C23, C51
DIR Registration number.	1000002775	1000002228
EMR Rate.	1.23	.73
BOND INFORMATION		
Payment and Performance Bond Rate (For bids over \$100K).	1.20%	1.00%
CERTIFICATIONS		
Does Bidder represent a certified minority business?	NO	NO
Summary		
I have added a marked up Exhibit B. See the attached. Our proposal includes \$17,211.00 for the aluminum tread nosings. Our price includes the similar frame and perforated screens under the exterior stairs at Building C. Please review our scope exclusions. If you have any questions please give me a call.		

Lancaster Burns Construction Inc., dba L
 Submitted by Erika Tiner

\$5,201,835
\$2,938,105
 Revision #1, December 4, 2023

Unit	Unit Cost	Total Cost
\$2,938,105		
Structural Steel	\$2,938,105	
Payment and Performance Bond Costs (See the Instruction for Bidders, Item # 10 for bond requirements)	\$0	
OTHER COSTS		
\$2,263,730		
Union install / erection		
Fire watch	\$1,112,030	
Misc. Metals scope package	\$9,500	
Guard/hand rails at stairs	\$700,000	
Site stair railing	\$251,700	
Roof access ladders - A, C & M bldgs. parapet ladders also		
Pipe brackets for Basketball backstops, 2 each. Potential scope gap between steel and B-stops supports		
HSS roof screen framing		
Elevator steel		
Angle rails at OH coiling / Bifold doors		
Removal of temp. safety cable rail & posts	\$75,000	
Screens below stairs		
Mechanical unit supports per 16/2S-901		
Pre-pour & post pour footing anchor bolt survey		
PV posts at M bldg.		
FOB Cast in stair tread nosing's		
Trash enclosure gates		
Site pipe gates		
Drinking fountain rails		
Green screen, ext. C bldg. 2C.A-211		
Deck opening reinforcements as shown on S sheets		
FOB pipe bollards		
FBO Counter support Angles / C/S-BB Install		
Galvanized steel above ext. soffits at C bldg.		
Skateboard racks, supply & install		
Adequate manpower / overtime for erection schedule		
BIM Support (Metal Works Only)		
ALTERNATES		
\$0		
Alternate #1. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 30 days beyond the 90-day bid guarantee.	\$0	
Alternate #2. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 60 days beyond the 90-day bid guarantee.	\$146,905	
Leveled Bid Total		
		\$5,201,835
Item	Yes	No
Bidder acknowledges All Front End Documents and Addendums 1-3.	NO	NO
Bidder acknowledges P&P bonds will be required on base bids over \$100,000.	YES	YES
Bidder acknowledges a P&P Bond or Personal Guarantee will be required on base bids between \$25,000 and \$100,000 (Refer to the Instruction for Bidders, Item # 10)	YES	YES
Bidder guarantees their bid for 90-days.	NO	NO
Bidder acknowledges the Project Labor Agreement.	YES	YES
Bidder acknowledges the Insurance Requirements for this project.	YES	YES
Is Bidder prequalified with Balfour Beatty Construction, LLC?	YES	NO
Is Bidder prequalified with the school district?	YES	NO
Bidder acknowledges that Textura will be used at a cost of .22% of the contract value with a maximum of \$5,000.	YES	YES
Bidder acknowledges that LCP tracker will be used for labor compliance.	YES	YES
Is Bidder DVBE certified?	NO	NO
Is Bidder utilizing any DVBE subcontractors?	NO	NO
Contractors License number.	746823	655446
License Classification.	Structural Steel	C23, C51
DIR Registration number.	1000002775	1000002228
EMR Rate.	1.23	.73
BOND INFORMATION		
Payment and Performance Bond Rate (For bids over \$100K).	1.20%	1.00%
CERTIFICATIONS		
Does Bidder represent a certified minority business?	NO	NO
Summary		
Please see attached rev 1 steel proposal for the Kemble-Chavez project. I have added the stair guardrails/handrails, under stair perf screen. Thank you, Tyrone Butler		

Ahlborn Structural Steel, Inc
 Submitted by NICK BEEBE

\$5,246,285
\$4,880,085
 Revision #1, November 22, 2023

Unit	Unit Cost	Total Cost
\$4,880,085		
Structural Steel	\$4,822,085	
Payment and Performance Bond Costs (See the Instruction for Bidders, Item # 10 for bond requirements)	\$58,000	
OTHER COSTS		
\$366,200		
Union install / erection		
Fire watch	\$9,500	
Misc. Metals scope package		
Guard/hand rails at stairs		
Site stair railing		
Roof access ladders - A, C & M bldgs. parapet ladders also		
Pipe brackets for Basketball backstops, 2 each. Potential scope gap between steel and B-stops supports		
HSS roof screen framing		
Elevator steel		
Angle rails at OH coiling / Bifold doors		
Removal of temp. safety cable rail & posts	\$75,000	
Screens below stairs		
Mechanical unit supports per 16/2S-901		
Pre-pour & post pour footing anchor bolt survey		
PV posts at M bldg.		
FOB Cast in stair tread nosing's		
Trash enclosure gates		
Site pipe gates		
Drinking fountain rails		
Green screen, ext. C bldg. 2C.A-211		
Deck opening reinforcements as shown on S sheets		
FOB pipe bollards		
FBO Counter support Angles / C/S-BB Install		
Galvanized steel above ext. soffits at C bldg.		
Skateboard racks, supply & install		
Adequate manpower / overtime for erection schedule		
BIM Support (Metal Works Only)		
ALTERNATES		
\$0		
Alternate #1. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 30 days beyond the 90-day bid guarantee.	\$0	
Alternate #2. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 60 days beyond the 90-day bid guarantee.	\$11,000	
Leveled Bid Total		
		\$5,246,285
Item	Yes	No
Bidder acknowledges All Front End Documents and Addendums 1-3.	YES	YES
Bidder acknowledges P&P bonds will be required on base bids over \$100,000.	YES	YES
Bidder acknowledges a P&P Bond or Personal Guarantee will be required on base bids between \$25,000 and \$100,000 (Refer to the Instruction for Bidders, Item # 10)	YES	YES
Bidder guarantees their bid for 90-days.	YES	YES
Bidder acknowledges the Project Labor Agreement.	YES	YES
Bidder acknowledges the Insurance Requirements for this project.	YES	YES
Is Bidder prequalified with Balfour Beatty Construction, LLC?	YES	NO
Is Bidder prequalified with the school district?	YES	NO
Bidder acknowledges that Textura will be used at a cost of .22% of the contract value with a maximum of \$5,000.	YES	YES
Bidder acknowledges that LCP tracker will be used for labor compliance.	YES	YES
Is Bidder DVBE certified?	NO	NO
Is Bidder utilizing any DVBE subcontractors?	NO	NO
Contractors License number.	c-23 c-51	674925
License Classification.	Structural Steel	C51
DIR Registration number.	854244	1000003054
EMR Rate.	75%	92
BOND INFORMATION		
Payment and Performance Bond Rate (For bids over \$100K).	1.20%	.01%
CERTIFICATIONS		
Does Bidder represent a certified minority business?	NO	NO
Summary		
My quotation letter has structural steel and metal deck, but the pricing is separated.		

J D 2
 Submitted by Steve Knudsvig

\$5,412,100
\$5,303,100
 Original Proposal, November

F/I all plywood backboards for equipment				\$2,500					
F/I EV Charging station inc. concrete base									
Furnish Access Panels for this scope									
BIM Modeling									
F/I the Trailer/RV power in parking lot									
F/I power to roller shades, bi-fold & roll up doors									
F/I wiring, power, etc. to Electronic Trap Primer's									
Installation of OFCI equipment									
F/I power to basketball backstop winches									
Temp Power & Lighting							\$50,000		
ALTERNATES	\$644,375	\$0	\$0	\$0	\$644,375	\$644,375	\$0	\$0	\$0
Alternate #1. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 30 days beyond the 90-day bid guarantee.	\$0	\$75,800	\$0	\$14,794	\$34,712	\$15,000	\$65,000	\$20,000	
Alternate #2. Provide a cost difference to extend the base bid, including bonds, insurance, and all fees, for an additional 60 days beyond the 90-day bid guarantee.	\$0	\$166,760	\$0	\$36,985	\$96,551	\$25,000	\$110,000	\$40,000	
Alternate #3. Add to provide a complete PV system for Building M (in base bid) and alternate pricing for a complete PV system at the Area D site, including carport canopy and lighting. Refer to Drawings sheet 2AS101D and Section 26 31 00 - Photovoltaic Power System. The lighting system shall be circuited to the lighting circuit for pole-mounted parking lights. Provide one light fixture for each bay. Fixture type FSC L1515-34W-8-40K-PRGOS-FS-EB.	\$246,757	\$605,000	\$1,021,647	\$442,000	\$395,000	\$605,000		\$686,800	
ADDITIONAL ITEMS	\$644,375	\$0	\$0	\$0	\$644,375	\$644,375	\$0	\$0	\$0
Alternate #3. Provide a complete PV system for Building M and alternate pricing for a complete PV system at the Area D site, including carport canopy and lighting. Refer to Drawings sheet 2AS101D and Section 26 31 00 - Photovoltaic Power System. The lighting system shall be circuited to the lighting circuit for pole-mounted parking lights. Provide one light fixture for each bay. Fixture type FSC L1515-34W-8-40K-PRGOS-FS-EB.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$686,800	
Change from Copper to Aluminum Feeders for the Single Line Scope for 100A feeders or Larger	-\$86,961								
Deduct Pole Bases for Lighting and EV Chargers	-\$37,565								
Furnish and Install the WAPS for the Project	\$122,206				\$122,206	\$122,206			
Network Equipment per Specification 272100	\$522,169				\$522,169	\$522,169			
PV Conduit and Breaker for Future PV System	\$16,245								
Preferred Vendor for PV Canopy Structure	\$115,348								
Provide a VE Package for Lighting	-\$106,580								
VE Option to use MC in Lieu of Conduit and Wire	-\$85,000								
add pv and lighting to car port canopy by others							\$340,000		
Leveled Bid Total	\$7,811,933	\$7,938,912	\$8,472,525	\$8,493,370	\$8,795,445	\$8,869,667	\$9,686,855	\$8,258,255	
GENERAL ACKNOWLEDGMENTS									
Bidder acknowledges the Exhibit B in its entirety - B, B1, B2 and B3 - Project Specific Scope of Work	YES	YES	YES	YES	YES	YES	YES	YES	YES
Bidder acknowledges All Front End Documents and Addendums 1-3.	YES	YES	YES	YES	YES	YES	YES	YES	YES
Bidder acknowledges P&P bonds will be required on base bids over \$100,000.	YES	YES	YES	YES	YES	YES	YES	YES	YES
Bidder acknowledges a P&P Bond or Personal Guarantee will be required on base bids between \$25,000 and \$100,000 (Refer to the Instruction for Bidders, Item # 10)	YES	YES	YES	YES	YES	YES	YES	YES	YES
Bidder guarantees their bid for 90-days.	YES	YES	YES	YES	YES	YES	YES	YES	YES
Bidder acknowledges the Project Labor Agreement.	YES	YES	YES	YES	YES	YES	YES	YES	YES
Bidder acknowledges the Insurance Requirements for this project.	YES	YES	YES	YES	YES	YES	YES	YES	YES
Is Bidder prequalified with Balfour Beatty Construction, LLC?	YES	YES	YES	YES	YES	YES	YES	YES	YES
Is Bidder prequalified with the school district?	YES	YES	YES	YES	YES	YES	YES	YES	YES
Bidder acknowledges that Textura will be used at a cost of .22% of the contract value with a maximum of \$5,000.	YES	YES	YES	YES	YES	YES	YES	YES	YES
Bidder acknowledges that LCP tracker will be used for labor compliance.	YES	YES	YES	YES	YES	YES	YES	YES	YES
Is Bidder DVBE certified?	NO	YES	NO	NO	NO	NO	NO	NO	NO
Is Bidder utilizing any DVBE subcontractors?	NO	NO	NO	NO	NO	NO	NO	NO	YES
Contractors License number.	318433	482432	115427	268179	849839	288366	1049534	848435	
License Classification.	C10	C10	A, B, C-10 & C-31	C-10	C10	C-10	C10	C10	
DIR Registration number.	1000000325	1000025176	100000184	1000027060	1000000108	1000000355	1000063758	1000002156	

EMR Rate.	.50	.85	.71	.9	.82	.69	.85	128%
BOND INFORMATION								
Payment and Performance Bond Rate (For bids over \$100K).	.78%	1.20%	.43%	1.44%	1.00%	1.70%	1.00%	.73%
CERTIFICATIONS								
Does Bidder represent a certified minority business?	NO	YES	NO	NO	YES	NO	NO	NO
Summary	We attached the scope letter.		Good Afternoon!Attached please find our Proposal Letter with pricing for the above referenced project. Please feel free to contact our office if you have any questions.We appreciate your consideration!!Thank You!			Please see CJF Bid letter and Exhibit B2 (Marked-up) attached.	PLEASE SEE Attached proposalalso portion included of alt #3 is included on scope letter	Scope of Work as per Exhibit B, B1, B2 & B3Includes Marquee signs

ATTACHMENT 3
SCHEDULE OF LEASE PAYMENTS

Amortization Schedule

Loan Amount: \$ 200,000
Interest: 0.25% Monthly
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		\$16,939	\$16,439	\$500	\$183,561
2		\$16,939	\$16,480	\$459	\$167,081
3		\$16,939	\$16,521	\$418	\$150,560
4		\$16,939	\$16,562	\$376	\$133,998
5		\$16,939	\$16,604	\$335	\$117,394
6		\$16,939	\$16,645	\$293	\$100,749
7		\$16,939	\$16,687	\$252	\$84,062
8		\$16,939	\$16,729	\$210	\$67,334
9		\$16,939	\$16,770	\$168	\$50,563
10		\$16,939	\$16,812	\$126	\$33,751
11		\$16,939	\$16,854	\$84	\$16,896
12		\$16,939	\$16,896	\$42	\$0
Totals		\$203,265	\$200,000	\$3,265	



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1b

Meeting Date: February 15, 2024

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 February 15, 2024
2. Classified Personnel Transactions Dated February 15, 2024

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Chief Human Resources Officer

Approved by: Lisa Allen, Interim Superintendent

Attachment 1: CERTIFICATED 2/15/2024

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
CASTANEDA PENALOZA	MAYRA	B	Teacher, Middle School	ALBERT EINSTEIN MIDDLE SCHOOL	1/12/2024	6/30/2024	EMPLOY PROB 1/12/24
RITZMAN	MEGAN	B	Teacher, Elementary	PHOEBE A HEARST BASIC ELEM.	1/29/2024	6/30/2024	EMPLOY PROB 1/29/24
ROJAS	HELEN	B	Teacher, Elementary	JOHN BIDWELL ELEMENTARY	1/25/2024	6/30/2024	EMPLOY PROB 1/25/24
LEAVES							
ALVA	CHRISTINA		Teacher, Child Development	EARLY LEARNING & CARE PROGRAMS	12/23/2023	2/28/2024	LOA EXT (PD) 12/23-2/28/24
ARNDT	STEPHEN	A	Training Specialist	CURRICULUM & PROF DEVELOP	1/29/2024	6/30/2024	RTN LOA (UNPD) 1/29-6/30/24
AYALA	REBECCA	A	Teacher, Spec Ed	PARKWAY ELEMENTARY SCHOOL	12/25/2023	6/30/2024	LOA RTN 12/25/23
CAMACHO	ADRIANNE	A	Teacher, Elementary Spec Subj	ELDER CREEK ELEMENTARY SCHOOL	1/19/2024	1/24/2024	LOA (UNPD) RTN 1/19/24
FAE	DOMINIQUE	A	Teacher, Middle School	UMOJA INTERNATIONAL ACADEMY	1/29/2024	6/30/2024	LOA RTN (PD) FMLA / CFRA 1/29/24
HAUCK	TIENE	B	Teacher, Elementary	ISADOR COHEN ELEMENTARY SCHOOL	2/8/2024	4/18/2024	LOA (PD) 2/8-4/18/24
JOHNSON KELLER	MARISSA	A	Teacher, Middle School	MIWOK MIDDLE SCHOOL	1/8/2024	5/1/2024	LOA EX (PD) 1/8-5/1/24
KERSEY	ADRIAN	A	Teacher, Middle School	CALIFORNIA MIDDLE SCHOOL	1/16/2024	1/28/2024	LOA (UNPD) ADMIN 1/16-1/28/24
KERSEY	ADRIAN	A	Teacher, Middle School	CALIFORNIA MIDDLE SCHOOL	1/29/2024	6/30/2024	LOA RTN (UNPD) ADMIN 1/29/24
LEONARD	SHARON	A	Teacher, Elementary	SUTTERVILLE ELEMENTARY SCHOOL	1/26/2024	2/22/2024	LOA EXT (PD) 1/26-2/22/24
MATSUMOTO	LORENE	A	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	1/29/2024	4/26/2024	LOA (PD) FMLA / CFRA 1/29-4/26/24
PERRY	DIANA	A	Teacher, Elementary	CROCKER/RIVERSIDE ELEMENTARY	12/30/2023	2/8/2024	LOA EXT (PD) 12/30/23-2/8/24
SAELEE	APRIL	A	Teacher, Spec Ed	LUTHER BURBANK HIGH SCHOOL	1/13/2024	3/18/2024	LOA (PD) 1/13-3/18/24
SAETEURN	FAM	A	Teacher, High School	CAPITAL CITY SCHOOL	9/11/2023	1/26/2024	LOA EXT (PD) 9/11-1/26/24
SAETEURN	FAM	A	Teacher, High School	CAPITAL CITY SCHOOL	1/27/2024	2/25/2024	LOA (UNPD) 1/27-2/25/24
SAFAVI	FARZAD	A	Teacher, Middle School	FERN BACON MIDDLE SCHOOL	1/31/2024	6/30/2024	LOA ADM (PD) 1/31/24
SEMIANKOVICH	LIYA	A	School Nurse	HEALTH SERVICES	1/11/2024	1/28/2024	LOA (PD) FMLA / CFRA 1/11/24-1/28/24
SEMIANKOVICH	LIYA	A	School Nurse	HEALTH SERVICES	1/29/2024	6/30/2024	LOA RTN FMLA / CFRA 1/29/24
SMITH	BOBBY	A	Teacher, Elementary	SUY:U ELEMENTARY	12/21/2023	3/15/2024	LOA (PD) FMLA / CFRA 12/21/23-3/15/24
VALLE	IRENE	A	School Nurse	HEALTH SERVICES	1/13/2024	4/13/2024	LOA (PD) CFRA 1/13/24-4/13/24
VIVAS RODRIGUEZ	SANTIAGO	A	Teacher, Resource, Special Ed.	LUTHER BURBANK HIGH SCHOOL	1/29/2024	3/22/2024	LOA (PD) FMLA / CFRA 1/29-3/22/24
RE-ASSIGN/STATUS CHANGE							
HILL	LISA	A	School Psychologist	SPECIAL EDUCATION DEPARTMENT	1/8/2024	6/30/2024	REA / STCHG 1/8/24
PELLA	SHANNON	B	Deputy Chief of Academics	ACADEMIC OFFICE	1/16/2024	6/30/2024	REA / STCHG 1/16/24
SPINKA	DANIEL	B	Dir II Car Rdins & Mstr Schedl	COUNSELING SERVICES	10/31/2023	6/30/2024	REA / STCHG 10/31/23
WILEY	DIANNE	B	Principal, Elementary School	NEW JOSEPH BONNHEIM	12/18/2023	6/30/2024	REA / STCHG 12/18/23
SEPARATE / RESIGN / RETIRE							
LEONARD	SHARON	A	Teacher, Elementary	SUTTERVILLE ELEMENTARY SCHOOL	1/26/2024	2/22/2024	SEP 39 MO RR 2/22/24
TRANSFER							
CAMACHO	ADRIANNE	A	Teacher, Elementary Spec Subj	BG CHACON ACADEMY	1/25/2024	6/30/2024	TR 1/25/24

Attachment 2: CLASSIFIED 2/15/2024

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
BELTRAN CERVANTES	ANGELICA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	1/8/2024	6/30/2024	EMPLOY PROB 1/8/24
DENG	ZHEN	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	1/8/2024	6/30/2024	EMPLOY PROB 1/8/24
GARCIA CARRILLO	ANNA	B	Clerk II	BRET HARTE ELEMENTARY SCHOOL	1/22/2024	6/30/2024	EMPLOY PROB 1/22/24
GISH	BEVERLY	B	Customer Service Specialist	HUMAN RESOURCE SERVICES	1/22/2024	6/30/2024	EMPLOY PROB 1/22/24
HALL	GAYLA	B	Noon Duty	PARKWAY ELEMENTARY SCHOOL	1/29/2024	6/30/2024	REEMPLY PROB 1/29/24
LUNA	PATRICIA	B	Security Officer	SECURITY SERVICES	1/8/2024	6/30/2024	EMPLOY PROB 1/8/24
MARES	ESTHER	B	School Office Manager III	THE MET	1/8/2024	6/30/2024	EMPLOY PROB 1/8/24
ONEAL	SHERIDAN	B	Spec II Student Support Svcs	STUDENT SUPPORT&HEALTH SRVCS	1/12/2024	6/30/2024	EMPLOY PROB 1/12/24
SMITH	KAYLYN	B	Inst Aid, Spec Ed	SUY:U ELEMENTARY	1/16/2024	6/30/2024	EMPLOY PROB 1/16/24
TAMANO	ELIZABETH	B	School Office Manager I	MARTIN L. KING JR ELEMENTARY	1/29/2024	6/30/2024	EMPLOY PROB 1/29/24
ULUFALE	SEGIA	B	Clerk II	ISADOR COHEN ELEMENTARY SCHOOL	1/16/2024	6/30/2024	EMPLOY PROB 1/16/24
VEIRS	MICHAEL	B	Youth Services Pgm Associate	YOUTH DEVELOPMENT	11/27/2023	6/30/2024	EMPLOY PROB 11/27/23
LEAVE							
BAEZA	ANNA	A	Inst Aid, Spec Ed	JOHN F. KENNEDY HIGH SCHOOL	2/13/2024	2/27/2024	LOA (PD) 2/13-2/27/24
HARPER	BRAD	A	Campus Monitor	ROSEMONT HIGH SCHOOL	1/1/2024	2/13/2024	LOA (UNPD) 1/1-2/13/24
HELTON-ADAMS	SANDRA	A	Inst Aid, Spec Ed	PARKWAY ELEMENTARY SCHOOL	1/1/2024	2/13/2024	LOA EXT (PD) 1/1-2/13/24
HICKMAN	RICHARD	A	Custodian	H.W. HARKNESS ELEMENTARY	12/16/2023	5/31/2024	LOA EXT (PD) 12/16/23-5/31/24
MORRIS	MARYBETH	A	IEP Desig Inst Para-Sp Ed	TAHOE ELEMENTARY SCHOOL	2/1/2024	6/30/2024	LOA RTN (UNPD) 2/1/24
PATRICK	THUYVAN	A	Special Ed Applications Splst	SPECIAL EDUCATION DEPARTMENT	9/1/2023	3/19/2024	LOA (PD) 1/8-3/19/24
PERREIRA	DIANE	A	Interp for the Deaf	SPECIAL EDUCATION DEPARTMENT	12/5/2023	2/4/2024	LOA (PD) FMLA/CFRA 12/5/23-2/4/24
SAECHOU	SUNNY	A	Inst Aid, Spec Ed	ROSEMONT HIGH SCHOOL	1/9/2024	6/30/2024	LOA (PD) 1/9-6/30/24
SERRANO	JOSEFINE	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	1/15/2024	2/13/2024	AMEND EXT (UNPD) 1/15-2/13/24
TURNER	SAMANI	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	11/17/2023	2/28/2024	LOA (PD) 11/17-2/28/24
WOODROW	ALISA	A	Inst Aid, Spec Ed	JAMES W MARSHALL ELEMENTARY	1/2/2024	1/31/2024	LOA (PD) FMLA/CFRA 1/2-4/3/24
RE-ASSIGN/STATUS CHANGE							
CHAVEZ	CELIA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	1/8/2024	6/30/2024	STCHG 1/8/24
SAMANO GASCA	ELIA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	1/8/2024	6/30/2024	STCHG 1/8/24
RUIZ ACOSTA	VERONICA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	1/8/2024	6/30/2024	STCHG 1/8/24
FRAGA	LUZ	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	1/8/2024	2/29/2024	STCHG 1/8/24
BARRON DE GOMEZ	RUTH	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	1/8/2024	6/30/2024	STCHG 1/8/24
CARACTER CLYBURN	AYANA	B	Food Prod Asst, Cent Kit	NUTRITION SERVICES DEPARTMENT	2/1/2024	6/30/2024	REA / STCHG 2/1/24
HOWARD	AVIS	B	Office Assistant, HR Services	HUMAN RESOURCE SERVICES	1/16/2024	6/30/2024	REA / STCHG 1/16/24
GALINDO	NORMA	B	Multi Site Supervisor	NUTRITION SERVICES DEPARTMENT	1/8/2024	6/30/2024	REA / STCHG 1/8/24
BREDESON	MIRANDA	A	Child Welfare & Attn Liaison	STUDENT ATTEND & ENGAGE OFFICE	1/19/2024	6/30/2024	REA / STCHG 1/19/24
PEREZ	ADRIANA	A	Matric & Orient Cntr Spec	ENROLLMENT CENTER	1/16/2024	6/30/2024	REA / STCHG 1/16/24
BATAD	IMELDA	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	1/8/2024	6/30/2024	REA / STCHG 1/8/24
ESPITIA	CELIA	A	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	1/8/2024	6/30/2024	REA / STCHG 1/8/24
GARCIA	MICHELLE	A	Office Tchnon III	SPECIAL EDUCATION DEPARTMENT	12/19/2023	6/30/2024	REA / STCHG 12/19/23
ARRENDONDO	LORETTA	B	IEP Desig Inst Para-Sp Ed	SPECIAL EDUCATION DEPARTMENT	1/22/2024	6/30/2024	REA / STCHG 1/22/24
DONOHUE	DANIELLE	B	Certified Occup Therapy Asst	SPECIAL EDUCATION DEPARTMENT	1/8/2024	6/30/2024	REA / STCHG 1/8/24
CONTRERAS SALDIVAR	ENEDINA	B	School Plant Ops Mngr I	MARTIN L. KING JR ELEMENTARY	1/16/2024	6/30/2024	REA / STCHG 1/16/24
WHITESPEARE	KIMBERLY	A	Inst Aid, Spec Ed	JAMES W MARSHALL ELEMENTARY	1/30/2024	6/30/2024	REA 1/30/24
CHA	RICHARD	B	Campus Monitor	C. K. McCLATCHY HIGH SCHOOL	1/29/2024	6/30/2024	STCHG 1/29/24
JAIME	LORENA	B	Morning Duty	LEONARDO da VINCI ELEMENTARY	12/19/2023	6/30/2024	STCHG 12/19/24
DANG	NHUONG	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	1/22/2024	6/30/2024	STCHG 1/22/24
ORTIZ	XAVIER	A	Noon Duty	LEONARDO da VINCI ELEMENTARY	12/19/2023	1/31/2024	STCHG 12/19/23
ALEXANDER	WILLIAM	A	Bus Driver	TRANSPORTATION SERVICES	1/26/2024	4/30/2024	STCHG 1/26/24
OROZCO V	RAMON	A	Security Officer	SECURITY SERVICES	1/1/2024	6/30/2024	STCHG 1/1/24
SEPARATE / RESIGN / RETIRE							
FONG	KIMBERLY	A	Inst Aid, Spec Ed	ALICE BIRNEY WALDORF - K-8	7/1/2023	1/1/2024	SEP / RETIRE 1/1/24
GOMEZ	MIRIAM	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	8/31/2023	1/31/2024	SEP RESIGN 1/31/24

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
GORDON	TEENA-MARIE	A	Print Shop Tech II	CENTRAL PRINTING SERVICES	7/1/2023	12/28/2023	SEP / RESIGN 12/28/23
HARPER	BRAD	A	Campus Monitor	ROSEMONT HIGH SCHOOL	1/1/2024	2/13/2024	SEP 39MO RR 2/13/24
HELTON-ADAMS	SANDRA	A	Inst Aid, Spec Ed	PARKWAY ELEMENTARY SCHOOL	1/1/2024	2/13/2024	SEP 39MO RR 2/13/24
HERNANDEZ	REBECCA	A	Inst Aid, Spec Ed	DAVID LUBIN ELEMENTARY SCHOOL	7/7/2023	2/11/2024	SEP / RETIRE 2/11/24
HERNANDEZ GALVAN	REYNA	B	Clerk II	BOWLING GREEN ELEMENTARY	12/6/2023	1/26/2024	SEP / RESIGN 1/26/24
HICKEY	RONALD	B	Asst Supt Facil Suprt Srvs	FACILITIES SUPPORT SERVICES	7/1/2023	1/31/2024	RESIGN 1/31/24
HILBERT	MARLET	B	Teacher Assistant, Bilingual	BG CHACON ACADEMY	1/1/2024	1/31/2024	SEP / RESIGN 1/31/24
HORNE	MARLA	B	Instructional Aide	JOHN CABRILLO ELEMENTARY	10/30/2023	1/18/2024	SEP / RESIGN 1/18/24
NAVARRETE	CHRISTINA	A	School Plant Ops Mngr I	SUTTERVILLE ELEMENTARY SCHOOL	7/1/2023	1/10/2024	SEP 39MO RR 1/10/24
OLISON	CAMAY	B	Inst Aid, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	8/31/2023	1/31/2024	SEP / RESIGN 1/31/24
RAMIREZ	MARIA	A	Custodian	BG CHACON ACADEMY	1/1/2024	1/21/2024	SEP 39MO RR 1/21/24
ROSS	JOVI	A	Instructional Aide	WASHINGTON ELEMENTARY SCHOOL	7/1/2023	1/19/2024	SEP/RESIGN 1/19/24
SERRANO	JOSEFINE	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	1/15/2024	2/13/2024	SEP 39MO RR 2/13/24
SMITH	JENCI	A	School Office Manager I	CALEB GREENWOOD ELEMENTARY	10/14/2023	12/22/2023	SEP 39 MO RR 12/22/23
SY	BANSON	B	Campus Monitor	ROSEMONT HIGH SCHOOL	9/27/2023	12/29/2023	SEP / RESIGN 12/29/23
WONG	MARILYNN	B	Instructional Aide	H.W. HARKNESS ELEMENTARY	10/2/2023	12/29/2023	SEP / RESIGN 12/29/23

TRANSFER							
LANCIEGO	ROSA	A	Noon Duty	SUTTERVILLE ELEMENTARY SCHOOL	1/22/2024	6/30/2024	TR 1/22/24



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1c

Meeting Date: February 15, 2024

Subject: Approve Minutes for the December 14, 2023 Regular Board of Education Meeting

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

Division: Superintendent's Office

Recommendation: Approve Minutes for the December 14, 2023, Regular Board of Education Meeting.

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Minutes of the December 14, 2023, Regular Board of Education Meeting

<p>Estimated Time of Presentation: N/A Submitted by: Lisa Allen, Interim Superintendent Approved by: Lisa Allen, Interim Superintendent</p>
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BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

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

Thursday, December 14, 2023

5:00 p.m. Closed Session

6:30 p.m. Open Session

Serna Center

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

MINUTES

2023/24-15

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

The meeting was called to order at 5:00 p.m.

Members Present:

- Member Kayatta*
- Member Pritchett*
- Member Jeane*
- Member Villa*
- Member Rhodes*

Members Absent:

- Member Singh*
- Member Phillips*
- Student Board Member Segura*

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

No public comment

3.0 CLOSED SESSION

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

3.1 Government Code 54956.9 - Conference with Legal Counsel:

- a) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (Two Potential Cases)**

b) Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2023061055 and OAH Case No. 2023100821)

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

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

3.4 Government Code 54957- Public Employee Appointment
a) Approve – Chief Legal Counsel
b) Approve – Principal, John Morse Therapeutic Center
c) Approve – Principal, New Joseph Bonnheim
d) Approve – Deputy Chief of Academics

4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

The meeting was called back to order at 6:42 p.m.

4.1 The Pledge of Allegiance was led by Interim Superintendent Allen

4.2 Broadcast Statement by Student Board Member Segura

4.3 Stellar Student introduced by Board Member Chinua Rhodes

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

There were 4 announcements that came out of closed session.

-The Board approved a Special Education settlement agreement identified as OAH Case No. 2023061055 by a vote of 5 to 0 with Member Pritchett and Member Singh absent.

- By a vote of 7 to 0, the Board approved the appointment of Rodney Moore as Chief Legal Counsel.

- By a vote of 7 to 0, the Board approved the appointment of Shannon Pella as Deputy Chief of Academics

-By a vote of 7 to 0, the Board approved the appointment of Diane Wiley as Principal, New Joseph Bonnheim.

6.0 AGENDA ADOPTION

The Board voted unanimously on the adoption of the agenda.

7.0 PUBLIC COMMENT

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

Marc Epstein
Angelia Brye Jones
Michele Hernandez
Christy McCoy
Valerie Williams
Phil Rios
Renee Webster Hawkins
Jeremy Webster Hawkins
Isaiah Webster Hawkins
Barbara Webster Hawkins
Caroline Nasella

8.0 COMMUNICATIONS

8.1 Employee Organization Reports:

- *SCTA- Nikki Milevsky started by congratulating the Executive Officers on the Board. Ms. Milevsky shared that she appreciated the leadership of outgoing Board President, Chinua Rhodes. After, Ms. Milevsky shared that they have resumed their reopener negotiations with wages and improved staffing being the two remaining articles that are left to be resolved. They have reached a tentative agreement on an improved transfer article. They look forward to being able to present the findings of a survey that the district, SCTA, and Sac State recently conducted among SCUSD educators to come to a deeper understanding on how to recruit and retain staff.*
- *SEIU- No update*
- *TCS- No update*
- *Teamsters- No update*
- *UPE- No update*

8.2 District Advisory Committees:

- *Student Advisory Council- No update*
- *Community Advisory Committee- No update*
- *District English Learner Advisory Committee- No update*
- *Local Control Accountability Plan/Parent Advisory Committee- Angela Ash shared that they recently had a joint committee meeting in November which included B/AAAB, CAC, and DELAC. Another joint committee meeting is scheduled for January. They recently discussed the new LCAP template with the terminology and equity multiplier per CDE. Dr. Ed Eldridge led the committee through an amazing activity where they analyzed and evaluated their current LCAP goals based on the new information from CDE. Unfortunately, none of their eleven goals were focus goals. Two goals were maintenance goals, and five goals were actions, not*

goals. Four goals goals were sort of and close to broad goals. In January, they will review the list of equity multiplier identified schools per CDE, review the updated dashboard data by CDE which is available to the public tomorrow, and they are going to review the 2023-24 LCAP mid-year report as well. Ms. Ash shared they still do not have a full LCAP/PAC Committee, and they need one more member. Angela Ash shared that she would love to see the entire LCAP/PAC show up to the Board members, and she would love for the Board members to attend their meetings.

- *Black/African American Advisory Board-Terrence Gladney shared that B/AAAB was in the joint committee space that Angela Ash was referring to during her update to uplift the voices of their constituents that they represent, but also the narrative of Black and African American students in our district. Last week, they met and had a holiday gathering with their Executive Committee and general Board, so that they could connect in person and feel the energy and love from one another. Mr. Gladney shared that this work is hard, and often the numbers aren't many, but the work is always heavy and it's monumental. They have recognized that Member Singh will be liason from the Board, and they are really excited to have Member Singh in their space, so he can carry the work that they are doing on the other side of the dais, and extend the conversation beyond the scope by which they are able to do so. They are having to enact their recruitment and nomination processes, so they can have many more voices at the table. Mr. Gladney shared that in the meeting, they got a progress update on a tool that they have forthcoming which is a mapping tool, which allows not only their Board as advocates, but also parents and students in our district to really see the experience and where the location of Black students are. Not surprisingly, they did a dry run and they recognized that even for the students that are chasing the SCUSD dream of open enrollment, and the experience for Black student as opposed to everyone else is going to be the same. Those are generational outcomes that are not going to change in a day or calendar year, but as parents have come forth, we really need to honestly, truthfully, and vulnerably need to peel back the layers of this system we've built, because it's not working. They look forward to continuing to work beside the Board.*

9.0 SPECIAL PRESENTATION

9.1 Youth Development Support Services Department Overview (Manpreet Kaur)

Manpreet Kaur shared that she is very proud to be the Director of the Youth Development Support Services Department, and that she works with awesome people in the department. Staff introduced themselves and presented on the YDSS vision and mission, their core values, priorities, their organization chart, revenues, and their programs.

Public Comment:

No public comment

Board Comment:

Member Phillips really enjoys the passion that the team is putting behind our students.

Member Villa thanked staff for their work. Especially, for their work on the summer school program. It provides a service for students to gain enrichment and learning, and bonding friendships during the summer is invaluable.

Member Singh thanked staff, and shared that the team brings such a great energy and a unique sense of pride to the work that they do, and the Board sees it.

Member Rhodes shared that he comes from the youth development space, and he appreciates the work. Member Rhodes asked if there was any structural plan around how we create pipelines from our people that work in our afterschool programming to becoming teachers for our schools. Member Rhodes would also like to see how youth voice and leadership works as well. Lastly, Member Rhodes would like to visit all the sites in his area, and would love to see how he can continue that connectivity as we go into the next year.

9.2 English Learner Advisory Committee Update (Olga Simms)

Dr. Olga Simms shared multilingual literacy department outcomes, an English learner roadmap, case law and policy supporting ELS, the schools with 21 or more emergent bilinguals with operational ELACs, total operational ELACs in SCUSD for 2023-24, and how they are focusing on human values and relational trust.

Public Comment:

No public comment

Board Comment:

Member Jeane shared that Dr. Simms ended with a very strong call to action, and wanted Dr. Simms to clarify if there were any changes that she was proposing.

Member Rhodes shared that today, the Board will be appointing a member as a liaison for DELAC.

10.0 BOARD WORKSHOP/STRATEGIC INITIATIVE

10.1 2023-24 First Interim Revised Budget Approval (Janea Marking)

Janea Marking presented on the budget reporting cycle, revenues, expenditures, surplus/deficit and fund balance, multi-year projections and other funds, and summary and certification.

Public Comment:

No public comment

Board Comment:

Member Kayatta asked that in the extent that we have been in communication with SCOE, do we have any indication that they would have any concerns with our positive certification, given the unknowns which are largely negative unknowns.

Member Kayatta shared a statement for anyone from SCOE who may be watching. Member Kayatta values the guidance and partnership that they offer to the district. Member Kayatta shared that having letters that come out from SCOE making assumptions about our district, and our commitment to financial solvency, he is trying to avoid that. Member Kayatta shared that he is not sure if there are any State legislators with children in our district, but wanted to plug that we really need to protect the funding for our kids and for our schools.

Member Pritchett wanted Ms. Marking to clarify if there were any flags that the district should be looking out for with the one-time funds/ESSER funds expiring.

Member Singh made a motion to approve with a second from Member Phillips. The Board voted 7-0 with a student preferential yes vote.

10.2 Annual Organizational Meeting of the Board of Education

Board Committee Assignments

B/AAAB- Member Phillips and Member Singh

ELAC- Member Villa and Member Pritchett

LCAP- Member Jeane

DLAC- Member Singh

CAC- Member Kayatta

NAPC- Member Rhodes

Member Phillips made a motion to approve with a second from Member Rhodes with all in favor.

Election of Officers: The Board Shall Elect a President, Vice President, and Second Vice President

Member Jeane nominated Member Phillips for Board President. Member Kayatta nominated himself as Board President. By a vote of 4 to 3 with Member Kayatta, Member Pritchett, and Member Villa voting no, Member Phillips was appointed as Board President.

Member Villa nominated herself for the position of 1st Vice President. Member Kayatta spoke in support of Member Villa's nomination for herself. Member Rhodes nominated Member Singh. For Member Villa, the Board voted 3 to 4 with Member Jeane, Member Rhodes, Member Phillips, and Member Singh voting no. By a vote of 4 to 3 with Member Kayatta, Member Villa, and Member Pritchett voting no, Member Singh was appointed as 1st Vice President.

Member Phillips nominated Member Rhodes for 2nd Vice President. Member Pritchett nominated Member Kayatta. By a vote of 5 to 2 with Member Villa and Member Kayatta voting no, Member Rhodes was appointed as 2nd Vice President.

11.0 COMMUNICATIONS

11.1 Superintendent's Report (Lisa Allen)- Superintendent Allen shared that the Facilities Team has been recently awarded the CSBA Golden Bell

Award for Equity and Access. Superintendent Allen congratulated the Board and acknowledged their leadership, and also Nathaniel Browning and the entire Facilities Team for their incredible work. The district has also been awarded a K-12 Strong Workforce Program grant that will allow us to fully invest in our plan to convert the autoshop at John F. Kennedy High School into a zero-emissions lab. Superintendent Allen thanked the community for their outpouring of support during the Winter Jacket Drive at the Serna Center. Superintendent Allen shared that we are deeply saddened to hear the news of Ismael Razuel's transition from earth. For those of you who knew Ismael, you know he was a brilliant, vibrant, and visionary leader, who led and championed our work for the district for over 30 years. Ismael will be deeply missed.

11.2 President's Report (Chinua Rhodes)-Member Rhodes shared that this year, serving as Board President has been a trying, but very fulfilling at the same time. Member Rhodes shared that we have moved the district in some amazing ways, and set the course for more progress in the future. As a Board, they are going to continue to enhance and advance the work that they're doing here at the district, and he looks forward to continuing to work with the community and Board to push in the district in the right direction.

11.3 Student Member Report (Liliana Miller Segura)- Member Segura shared that in regards to SAC, they will be inviting Board members into their space during their meetings in 2024 to be able to keep the Board more directly involved and updated in their taskforces and initiative processes. In regard to public comments around the small schools sports agreements, Member Segura is hoping for more connection with the students and families that this will impact to inform them of these changes and hear from them on a more direct scale to gather opinions. In Member Segura's opinion, this is the only way that they can see these large impactful changes within our district being made.

11.4 Information Sharing by Board Members-Member Singh wanted to acknowledge and congratulate the many diverse faith traditions practiced by our staff members, families, and students at SCUSD. Member Singh hopes that everyone finds during this break, the time to build more respect for one another and respect other faith traditions, and respect for those that don't follow any faith traditions at all. As an interfaith leader, Member Singh wanted to acknowledge the dystopian disheartedness that he feels everyday, knowing that we are celebrating the birth of a child in what is deemed a holy land by many faith communities, at a time when that holy land is seeing nothing but bloodshed and death. Member Singh prays for peace and prays for our students to help us understand the importance of love and offer a vision of hope of what the future can look like, where we can all get along and life together in peace. Member Singh uses these opportunities as educational moments, and he wants to let people know, that for the Sikh community this is not a month of celebration, but a month of sacrifice and remembrance.

Member Jeane wanted to celebrate the additional listening sessions that have been happening, and shared that it is awe-inspiring to be in those listens spaces. Member Jeane really enjoyed meeting the Native American Indian Program with Member Kayatta. Member Jeane is really looking forward to getting a date on the calendar where they can start diving into all the listening session data. Member Jeane looks forward to the next

three years on the Board and the work that the Board will continue to do. During break, Member Jeane wants staff to take time to rejuvenate and restore themselves in whatever way they need.

Member Kayatta shared that he does not know why the Board is not considering the Superintendent search firm tonight. The Executive Committee does not feel compelled to share information with other Board members, so he is asking here in public. To the people in Sacramento that are wondering what is going on, he does not know.

Member Rhodes shared that an email went out to the Board explaining why they we are not overseeing that today, and asked Member Kayatta to refer to the email, and send any follow up questions he may have.

Member Phillips wanted to thank former President Rhodes for opening the door to frankness on the Board, so as your incoming President, Member Phillips wants to ensure to her colleagues that she is here to make sure that they can continue to hold doors open for each other.

12.0 CONSENT AGENDA

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

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 (Janea Marking)

12.1b Approve Personnel Transactions (Cancy McArn)

12.1c Approve Business and Financial Report: PO Report October 15 – November 14, 2023 (Janea Marking)

12.1d Approve Donations to the District for the Period of October 1-31, 2023 (Janea Marking)

12.1e Approve Warrants, Checks and Electronic Transfers issued for the Period of October 1-31, 2023 (Janea Marking)

12.1f Approve C.K. McClatchy High School Gonzaga University Debate Tournament in Spokane, WA from January 4-7, 2024 (Mary Hardin Young & Jerad Hyden)

12.1g Approve Retention of 6 Firms for the School Mural Services Pool in Response to Request for Qualifications (Janea Marking)

12.1h Approve Resolution No. 3368: Luther Burbank Pool Replacement (Janea Marking)

12.1i Approve Resolution No. 3369: Umoja International Academy HVAC Replacement (Janea Marking)

12.1j Approve Resolution No. 3370: Miwok Middle School HVAC Replacement (Janea Marking)

12.1k Approve Minutes of the October 3, 2023, Special Board of Education Meeting (Lisa Allen)

12.1l Approve Minutes of the October 5, 2023, Regular Board of Education Meeting (Lisa Allen)

12.1m Approve Minutes of the October 31, 2023, Special Board of Education Meeting (Lisa Allen)

12.1n Approve CSPP Continued Funding Application for Fiscal Year (FY) 2024-2025 (Yvonne Wright & E'leva Hughes Gibson)

Member Jeane made a motion with a second from Member Rhodes. The Board voted 7 to 0 with a student preferential yes vote.

13.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS **Receive Information**

13.1 Business and Financial Information: Enrollment Report – Month 2, Ending Friday, October 20, 2023 (Janea Marking)

13.2 Contractual Procedures Update (Janea Marking)

Board Comment:

Member Kayatta shared that 13.2 has to do with a contract that we made with a law firm to look at our audits for our contracting process. We go the report back, and he shared that he is fairly disappointed with the scope of the report. When the Board authorized this action, they asked to know what they should be doing, but also things that had happened, and how they worked well. This firm decided that it was too much work to look at what was going on in the past, and to only look at things respectively, which really concerns Member Kayatta as a steward of public funds. Given this contract is over, Member Kayatta would like to request that the action that was authorized previously by this Board, that we task our audit firm Crowe LLP to do the backend work, so that the Board and community understands, has our contracting been correct.

14.0 FUTURE BOARD MEETING DATES / LOCATIONS

✓ January 18, 2024, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting

✓ February 1, 2024, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting

15.0 ADJOURNMENT

The meeting adjourned at 9:21 p.m.

Lisa Allen, Interim Superintendent and Board Secretary

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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1d

Meeting Date: February 15, 2024

Subject: Approve Resolution No. 3375 Resolution to Convey Utility Easement Entitlements to the Sacramento Municipal Utilities District for the Nicholas Elementary School Project

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

Division: Facilities Support Services

Recommendation: Subsequent to Public Hearing Item 10.2, approve Resolution No. 3375, which conveys utility easement entitlements to the Sacramento Municipal Utilities District (SMUD) for Nicholas Elementary School construction project.

Background/Rationale: The District is rebuilding Nicholas Elementary School and SMUD has jurisdiction over the electrical distribution facilities to serve Nicholas Elementary. SMUD requires a utility easement to provide electrical services to Nicholas Elementary.

Financial Considerations: N/A

LCAP Goal(s): Operational Excellence

Documents Attached:

1. Resolution No. 3375
2. SMUD Commitment Letter
3. Location of Nicholas Utility Easement

Estimated Time of Presentation: N/A

Submitted by: Nathaniel Browning, Director of Facilities

Approved by: Lisa Allen, Interim Superintendent

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

RESOLUTION NO. 3375

**RESOLUTION TO CONVEY PUBLIC UTILITIES EASEMENT TO THE SACRAMENTO
MUNICIPAL UTILITIES DISTRICT AT NICHOLAS ELEMENTARY SCHOOL**

WHEREAS, the Sacramento City Unified School District (“District”) owns the property at Nicholas Elementary School located at 6601 Steiner Drive, in the County of Sacramento;

WHEREAS, District’s request for Sacramento Municipal Utility District (SMUD) Service at Nicholas School requires installation in accordance with SMUD’s rules and regulations;

WHEREAS, SMUD is seeking to acquire a permanent easement (“Permanent Easement”) for the Utility Access, which will consist of the installation of utility access facilities near the Northern property line and along Steiner Drive, just north of the future school parking lot;

WHEREAS, utilities are necessary for the provision of adequate school housing;

WHEREAS, SMUD’s design team has drafted Commitment Notification # 32242265 Job # 30188264 Revision 2, Attachment A with the while scope of the project;

WHEREAS, the Utility Easement totals 114 square feet and is located at the northwestern property edge, immediately adjacent to Steiner Drive (and the public sidewalk), and the easement is roughly rectangular in shape and consists of a 24 square foot Primary Pullbox and 90 square foot transformer pad and includes approximately 110 feet of underground conduit pipe running from the overhead powerlines, down the Existing Utility Pole, to the pullbox and then to the transformer pad to be located adjacent to the to be newly constructed parking lot;

WHEREAS, The Board of Education adopted Resolution No. 3372 at the January 18, 2024 meeting, declaring its intention to convey easement entitlements to SMUD for utilities; and

WHEREAS, Resolution No. 3372 was posted in three public locations within the District and a Notice of Public Hearing was published in The Daily Recorder on January 30, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Sacramento City Unified School District Board of Education which finds and determines as follows:

1. Adopts the foregoing recitals as true and correct.
2. Adopts this Resolution conveying easement entitlements to SMUD for utilities to Nicholas Elementary located at 6601 Steiner Drive, in the County of Sacramento.
3. Authorizes the Superintendent, or their designee, to review and execute any and all easement entitlements with related facilities, including agreements and plans, to SMUD as necessary to carry out the purpose of this Resolution..

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this February 15, 2024, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

ATTESTED TO:

Lavina Phillips
President of the Board of Education

Lisa Allen
Interim Superintendent



September 27, 2023

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ATTENTION: BEN WANGBERG
425 1ST ST.
SACRAMENTO, CA 95818

Notification # 32242265

REV.2 SMUD COMMITMENT LETTER

Thank you for submitting your plans for NICHOLAS SCHOOL for an electric service commitment. Your cooperation enables us to give you the best service possible, as well as provide for your future requirements.

We are returning one copy of your plans indicating the service location and other requirements checked below. Our commitment is subject to changing conditions and, as a result, may not be valid after twelve months.

Please contact the Designer if additional information is desired.

Designer: Tony Dias Telephone (916) 732-7347

Service will be: Overhead [] Underground [X]
Volts: 277/480 Phase: THREE Wire: 4 Type: WYE

(Street light service voltage will be the same as above.)

- Transformer pad required: Yes [X] No [] SMUD Dwg. UVD 2.3A & 2.3A1
Conduit required: Yes [X] No [] (see sketch)
Right-of-way required: Yes [X] No []
Transformer protection required: Yes [] No [X] N/A
Primary pull box required: Yes [X] No [] SMUD Dwg. UVC 1.2 & 1.2.2
Secondary J – Box Required: Yes [] No [X] N/A
Service box required: Yes [] No [X] N/A
Switchgear pad required: Yes [] No [X] N/A

Other requirements: See enclosed Booklet [X] Prints [X]

*A maximum fault current of 56,800 amps, symmetrical, is based on the largest transformer that could be needed to serve the Combined [X] main sizes of 2900 amps under the following assumptions:

- 1. The largest transformer that could be needed is 2500 kVA with 5.3 % impedance
2. A primary system impedance of zero ohms
3. No motor contributions to the fault, and
4. Zero ohms fault impedance

The meter(s) shall be located on the exterior of the building. When it is absolutely necessary to locate meters in locked rooms, cabinets, or fenced enclosures, consult SMUD's Field Metering at (916) 732-5167.

*If future load growth necessitates increasing the main switch size, the available fault current should be recalculated.

NOTE: This commitment letter may be required by local inspection authority as part of its plan check requirements.



September 27, 2023

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ATTENTION: BEN WANGBERG
425 1ST ST.
SACRAMENTO, CA 95818

SUBJECT: ELECTRIC SERVICE REQUIREMENTS

Project Location: NICHOLAS SCHOOL

Notification # 32242265

In order to schedule construction activity to provide timely permanent electric service to your development, the Sacramento Municipal Utility District (SMUD) requires the following:

- A. Property owner will sign and return the enclosed Conveyance of Electric Distribution Facilities. Please Note: SMUD construction cannot be scheduled until signed documents are returned.
- B. Developer's compliance with SMUD Rules and Electric Service Requirements. Copies are available upon request.
- C. Due to the time needed for construction scheduling, SMUD fees need to be paid as soon as possible after receipt of the billing contract.
- D. Costs for relocating or modifying SMUD facilities, whether in a street or private right-of-way, as a result of a commercial, industrial, or apartment development, shall be reimbursed by the developer prior to any work being done by SMUD.
- E. The project coordinator should notify SMUD's Designer of any changes in the project's estimated start date to avoid unnecessary delays of SMUD construction.
- F. SMUD may need to secure an easement from you and possibly other private parties and/or permits from various public agencies to provide electric service to your development. If an easement is required, SMUD's Real Estate Services will contact you, typically within 2-3 weeks to properly execute a Grant of Easement, please see attached example. If you have questions or concerns regarding these items, please contact your assigned SMUD Designer as SMUD construction cannot start until these requirements are satisfied.
- G. Party responsible for electric bills should make application for service with SMUD Customer Services Department at 1-888-742-7683 as soon as possible. Connection of electric service can be scheduled upon receipt of the electrical inspection by the city/county.
- H. All metering and switchgear design and placement must be submitted and approved by SMUD's Field Metering prior to installation. Please submit metering and switchgear designs to SMUD at metershopsubmittals@smud.org or mail to: SMUD, Attention: Field Metering, Mail Stop EB 102, 4401 Bradshaw Road, Sacramento, CA 95827-3834 or contact them at (916) 732-5167.
- I. Multi-unit buildings must be addressed in compliance with the enclosed addressing guidelines prior to connection of electric service. A copy of the site plan showing building addresses, unit numbers, and electric service locations should be received by SMUD's Designer at least ten (10) working days prior to obtaining City/County inspection approval in order to avoid service delays. Meters cannot be set until specific building addresses and unit numbers are known and clearly identified on buildings and electric service equipment.

- J. The project coordinator will conduct an on-site pre-construction meeting with a SMUD inspector a minimum of 48 hours in advance of construction. At the time of your pre-construction meeting you will need to supply SMUD's inspector with a copy of your building permit and a valid electrical service need date. Inspection of SMUD's required civil improvements cannot begin without these items nor until the meeting has been held. To schedule your appointment, please call (916) 732-5990.

Please retain these requirements for your information.

Sincerely,

A handwritten signature in blue ink that reads "Tony Dias". The signature is stylized with a large, sweeping initial "T" and a long, horizontal flourish extending to the right.

Tony Dias
Engineering Designer
Design and Construction Services
Grid Assets
(916) 732-7347



September 27, 2023

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ATTENTION: BEN WANGBERG
425 1ST ST.
SACRAMENTO, CA 95818

Notification # 32242265

SUBJECT: CONVEYANCE OF ELECTRIC DISTRIBUTION FACILITIES

In response to your request for service at **NICHOLAS SCHOOL**, the Sacramento Municipal Utility District (SMUD) proposes to install electrical facilities (cable, transformers, switchgear) within or upon certain underground electric distribution facilities (conduits, boxes, pads) to be installed by the property owner as shown on the attached drawing.

SMUD required facilities are to be installed in accordance with its rules and regulations. Conveyance of the owner provided electric distribution facilities will be made to SMUD upon inspection approval.

Standard District Procedure is to obtain this conveyance after SMUD inspectors have approved the owner's installation of the facilities which can sometimes result in delays in providing service. In order to avoid delays SMUD will accept conveyance of these facilities prior to the owner's installation and SMUD inspection approval, provided the legal property owner(s) agree:

- A. To install SMUD required electric distribution facilities, with above ground appurtenances as described below and in the attached drawing. Such installation will be in accordance with SMUD Rules, Regulations, and Electric Service Requirements.
- B. To grant title to the installed facilities to SMUD.
- C. To ensure integrity and accuracy of facilities (conduits, boxes, pads, etc.) for one year upon system being completed and energized.

Those electric distribution facilities conveyed to SMUD consist of:*

_____	Ft. - 2" Conduit
_____	Ft. - 3" Conduit
<u>110</u>	Ft. - 4" Conduit
_____	Ft. - 5" Conduit
_____	Ft. - 6" Conduit
<u>1</u>	Each Transformer Pad(s)
<u>1</u>	Each Primary Pull Box(es)
_____	Each Secondary J – Box(es)
_____	Each Service Box(es)
_____	Each Switchgear Pad(s)

*Conduit footages are approximate.

Please indicate your acceptance by signing in the space provided and returning this letter to SMUD Distribution Line Design, Grid Assets, 4401 Bradshaw Rd., MS EA105, Sacramento, CA 95827-3834.

I, _____, owner and grantor agree to the terms and conditions stated above and hereby grant, bargain, and convey to SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, Grantee, its successors and assigns, free and clear of all liens and encumbrances, those certain underground electric distribution facilities, with any above ground appurtenances described above and in the attached drawing, now installed or to be installed on or adjacent to grantor's premises in the County of Sacramento, State of California.

Owner Name Signature

Owner Name Print

Address: _____

Phone:

Date: _____

Designer Name: Tony Dias

Notification #: **32242265**

No fee for recordation
Govt. Code Sec 6103
RECORD AT REQUEST OF AND RETURN TO:
Sacramento Municipal Utility District
Attention: Real Estate Services MS B209
PO Box 15830
Sacramento, CA 95852-1830
NO COUNTY TRANSFER TAX DUE
PER R & T Code 11922
SMUD BY:

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

A.P.N. Ptn

R/W *
SO *

SAMPLE TEMPLATE

GRANT OF EASEMENT

***, Grantor(s), is the owner of record of that certain real property located in Sacramento County, California, designated by the above referenced Assessor's Parcel Number and more fully described as follows:**

*

Grantor(s) hereby grant(s) to SACRAMENTO MUNICIPAL UTILITY DISTRICT (SMUD), a municipal utility district, Grantee, and its successors and assigns, the right from time to time to construct, place, inspect, remove, replace, maintain and use electrical and communication facilities consisting of underground conduits, wires and cables, with associated, above-ground or below-ground transformers, transformer pads, pedestals, service equipment, terminals, splicing, switching and pull boxes, switch and fuse cubicles, cubicle pads, risers, poles, and all other necessary fixtures and appurtenances (Facilities), within the following Easement Area described in EXHIBIT A attached hereto and made a part hereof.

Said right includes the trimming and removal by Grantee of any trees or foliage along the Easement Area considered necessary for the complete enjoyment thereof and the right of ingress to and egress from said Easement Area for the purpose of exercising and performing all rights and privileges granted herein. In addition, the Easement Area shall be kept clear of any building or other structure and Grantor will not drill or operate any well within the Easement Area.

Grantor understands and acknowledges that the Facilities will be installed within the Easement Area based on Grantee's design and actual site conditions. Upon completion of the installation, SMUD shall obtain a survey by a licensed land surveyor setting forth a legal description of the area actually occupied by the Facilities and required for complete enjoyment of the rights granted herein. SMUD will, within a reasonable period of time, record a Notice of Final Description of Easement Area referencing this document and setting forth the legal description of the surveyed area, which will thereupon become the Easement Area. Upon recordation of the Notice of Final Description, the scope of the easement granted by this document shall be limited to the property described in the Notice of Final Description plus the rights of ingress and egress.

Dated: _____

Signature Block

EXHIBIT A

The centerline of the 5 foot Easement Area shall be coincidental with the centerline of the said Facilities constructed in, on, over, under, across and along the Grantor(s) property. Additionally, the Easement Area will include the area occupied by the SMUD Facilities and appurtenances.

ADDRESSING GUIDELINES FOR MULTI-UNIT BUILDINGS

An efficient method of addressing new buildings in the Sacramento area has been mutually agreed on by Fire, Police, Postal Service, Public Works, and utility companies. The advent of automated mail processing and computer controlled emergency services (911 System) has made it critical that proper addressing be emphasized. This is a guide for developers, managers and owners to use when addressing a new project.

Multiple buildings in same complex:

- One street address for entire complex

Each unit has a separate unique numeric address – no duplicates.

Example: 1000 Main St Units 1 – 96

Note: This is the method preferred by the Sacramento County Sheriff's Department.

or

- A separate street address for each building in complex

Each unit has a separate unique numeric address – no duplicates within the complex.

Example: 1000 Main St Units 1 – 16
1002 Main St Units 17 – 32
1004 Main St Units 33 – 48, etc.

(Note: Unit numbers increase as street numbers increase.)

or

Unit numbering repeats, but is not duplicated within each street address.
(Least Preferred)

Example: 1000 Main St Units 1 – 16
1002 Main St Units 1 – 16
1004 Main St Units 1 – 16, etc.

For two-story buildings, use odd numbers downstairs, and even numbers upstairs.

For multi-story buildings, use sequential numbering for each floor.

Example: 1st floor 100 – 199
2nd floor 200 – 299
3rd floor 300 – 399, etc.

Do not do this:

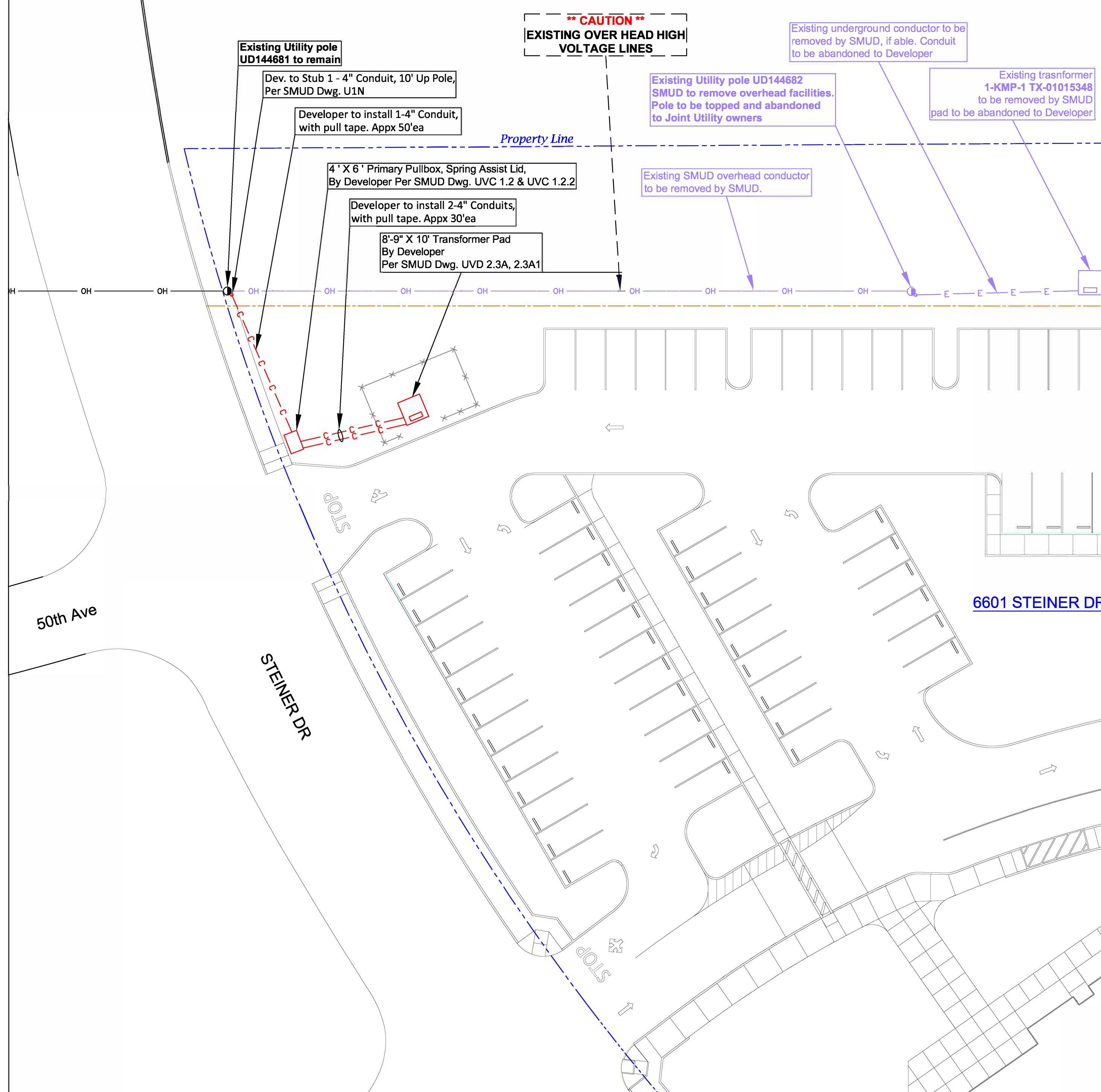
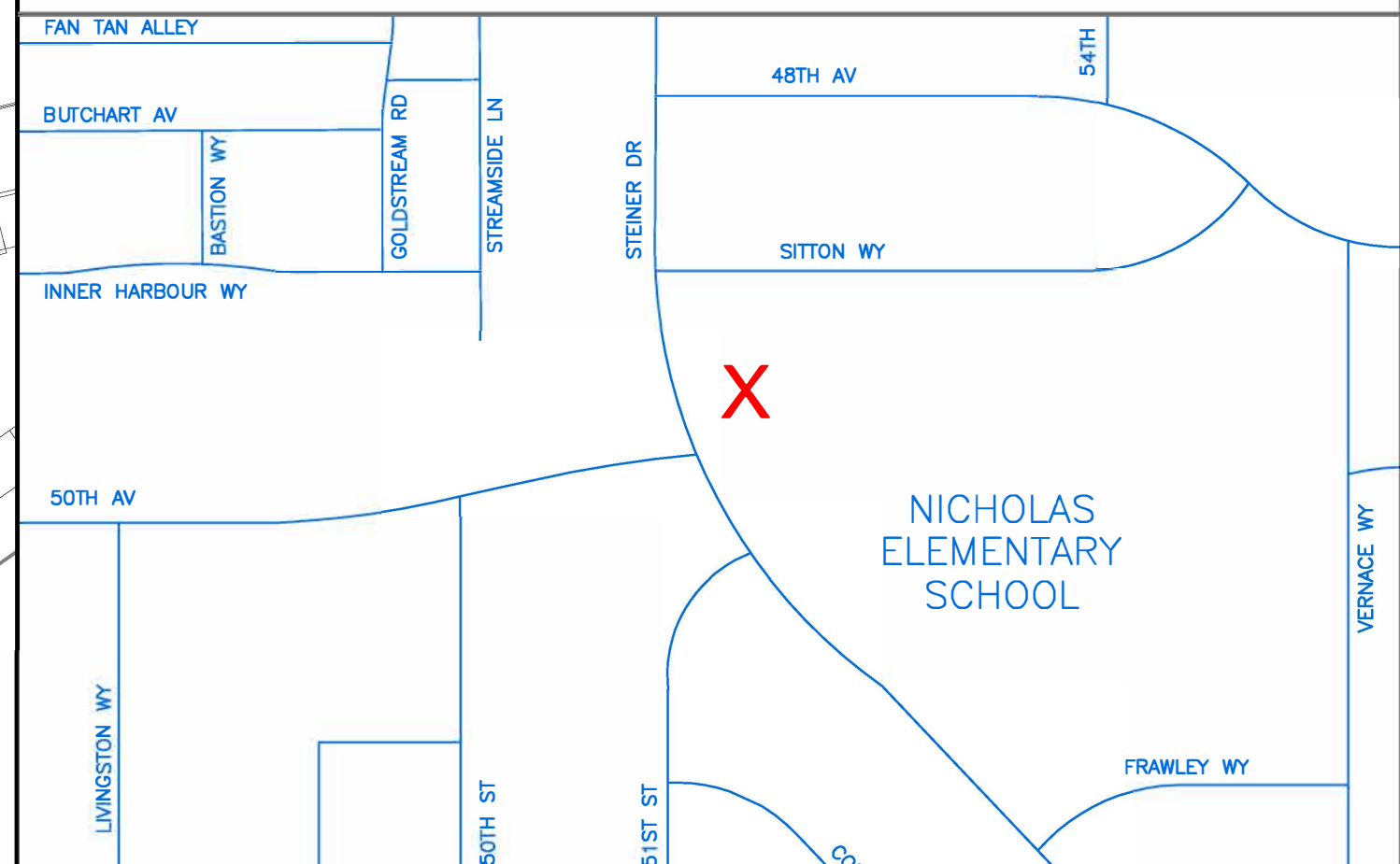
- One street address for entire complex with
 - Buildings numbered or lettered
 - Unit numbers or letters duplicated

DEVELOPER IS RESPONSIBLE FOR THE FOLLOWING:

1. Call U. S. A. at 811 prior to digging.
2. All metering and switchgear design and placement must be submitted and approved by SMUD's Field Metering prior to installation. Please submit metering and switchgear designs to SMUD at metershops@smud.org, mail to: Sacramento Municipal Utility District, Attention: Field Metering, Mail Stop EB 102, 4401 Bradshaw Road, Sacramento, CA 95827-3834 or contact them at (916) 732-5167.
3. All metering equipment shall be located on the outside of the building. The metering equipment is NOT ALLOWED to be located inside the building. Metering equipment shall include: metering sections, current and potential transformer sections, pull sections, and the main disconnect. Any questions regarding deviation of this requirement, please contact Field Metering @ (916) 732-5167. For meter room requirements and specifications, see SMUD Electric Service Requirements Booklet, **Commercial Industrial Engineering Specification T004**.
4. For multi-meter installations that are fed by a transformer larger than 150KVA and secondary voltage of 277/480v, a shutdown will be required for each meter installation. Developers have an option to reduce the number of shutdowns for each subsequent meter install by installing switchgear with a lockable main breaker panel which cannot be removed with the breaker in the open position. Any questions regarding this requirement please contact Field Metering at (916) 732-5167.
5. SMUD equipment shall be accessible to a 26,000-pound SMUD service vehicle in all weather. SMUD equipment shall be no further than 15 feet from a drivable surface. The drivable surface shall have a minimum width of 20 feet.
6. No obstructions are permitted and level terrain is required around all operable SMUD equipment doors (Transformers, Cubicles, T-Taps, etc.). No planting of trees within eight (8) feet of all sides of any operable SMUD equipment. For equipment clearances and specifications see SMUD Electric Service Requirements Booklet, **Distribution Underground Structure Engineering Specification T007**. See Appendix B for material manufacturers.
7. Buildings shall **not** overhang SMUD equipment/easements unless approved in writing by a SMUD Designer.
8. Joint trench to be a maximum 59" deep and remain minimum of 5 feet from footings of any building or structure. All conduit(s) to be inspected by SMUD inspector prior to backfilling and pouring concrete. Conduit(s) to be PVC-DB 120 grade or better. SMUD approved pull tape required. All elbows to be schedule 40 or better. Concrete encasement may be required. See Electric Service Requirements booklet, **Distribution Underground Structure Engineering Specification T007 and SMUD commitment sketch**.
9. Maximum number of utility conduits allowed to rise on a pole is three. Please review utility conduit risers with SMUD Inspector prior to placement of conduits on poles.
10. An on-site pre-construction meeting with a SMUD inspector is mandatory 48 hours in advance of construction. Copies of the local agency building permit will be required prior to scheduling pre-construction meetings with SMUD inspectors for non-residential developments. **To schedule your appointment, please call (916) 732-5990.**
11. Only those electrical conduits intended for electric service shall be placed under a SMUD transformer pad. The placement of other conduits or structures foreign to the electric service must be approved in writing by a SMUD Designer.
12. Customer service runs are per local agency codes and inspected and approved by the local inspection agency. Customer is responsible for and will be required to provide SMUD approved connectors and compression tooling for any non-standard SMUD secondary conductors. Please contact SMUD's Designer when necessary.
13. A grant of right-of-way to SMUD may be required for conduit runs, vaults, transformer pads, etc. prior to any SMUD construction.
14. Any street light required by the City or County must be coordinated with SMUD.
15. Service voltage will be **277/480 volts, THREE phase, 4 wire, WYE.**
16. Any deviation from this commitment must be approved by a SMUD Designer or SMUD Inspector prior to installation of underground facilities.
17. PLEASE NOTE: It is the responsibility of the developer to install all infrastructure as shown per SMUD commitment drawing as SMUD does not review or approve developer composite drawings.
18. PLEASE NOTE: SMUD commitments are valid for twelve (12) months. SMUD reserves the right to revise SMUD commitments after this period. A new SMUD commitment will normally be required unless a customer has requested and received written approval for a longer period of time from a SMUD Designer.

ORDER # 30188264 SN# 32242265 SMUD DESIGNER: Tony Dias
 TELEPHONE: (916) 732-7347 DATE: 8/15/2023

VICINITY MAP



**** CAUTION ****
EXISTING OVER HEAD HIGH VOLTAGE LINES

Existing underground conductor to be removed by SMUD, if able. Conduit to be abandoned to Developer

Existing Utility pole UD144682 SMUD to remove overhead facilities. Pole to be topped and abandoned to Joint Utility owners

Existing transformer 1-KMP-1 TX-01015348 to be removed by SMUD pad to be abandoned to Developer

Existing SMUD overhead conductor to be removed by SMUD.

Existing Utility pole UD144681 to remain

Dev. to Stub 1 - 4" Conduit, 10' Up Pole, Per SMUD Dwg. U1N

Developer to install 1-4" Conduit, with pull tape. Appx 50'ea

4" X 6" Primary Pullbox, Spring Assist Lid, By Developer Per SMUD Dwg. UVC 1.2 & UVC 1.2.2

Developer to install 2-4" Conduits, with pull tape. Appx 30'ea

8'-9" X 10' Transformer Pad By Developer Per SMUD Dwg. UVD 2.3A, 2.3A1



Know what's below.
 Call before you dig.
 or (800) 227-2600

NOTE: UNDERGROUND FACILITIES WILL BE INSTALLED PER SMUD'S STANDARD ENTITLED "ELECTRIC SERVICE REQUIREMENTS DISTRIBUTION UNDERGROUND STRUCTURE" ENGINEERING SPECIFICATION T007. SMUD INSPECTOR'S APPROVAL OF THE EXACT LOCATION AND CONFIGURATION OF ELECTRIC DISTRIBUTION FACILITIES IS REQUIRED BEFORE THE START OF TRENCHING. SEE SMUD NOTE #10 FOR MORE INFORMATION.

Revision Log:

- REV.1: Relocate service transformer per Developers request further to the south
- REV.2: Relocate service transformer per Developers request back to original proposed location



TB317J6

DESIGNER: TONY DIAS	JOB NAME: R16 - NICHOLAS SCHOOL	
PHONE: (916) 732-7347	LOCATION: 6601 STEINER DR SACRAMENTO	
DATE: 9/27/2023	TYPE OF DRAWING: COMMITMENT SKETCH	
MAP NUMBER: 306 / 158	JOB NUMBER: 30188264	REV. SHEET 2 OF 1
SACRAMENTO MUNICIPAL UTILITY DISTRICT	NOTIFICATION: 32242265	1 OF 1



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1e

Meeting Date: February 15, 2024

Subject: Approve Resolution No. 3386: Resolution Regarding Board Stipends

- 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 Resolution No. 3386: Resolution Regarding Board Stipends.

Background/Rationale: Education Code section 35120 fails to define hardship which has led to uncertainty regarding payment of stipends for Board members who may be deserving of payment due to absence resulting from hardship or other duties such as jury duty or performing duties or services for the District at the time of a Board meeting. All stipend payments will be based on an attendance sign-in sheet as well as any Board resolution(s) excusing absences in compliance with law. A Board member who is absent from a meeting may be eligible for payment by reporting the excused absence to the Board Office. A Board resolution will be periodically placed, as needed, on the Board agenda to state that the reason for the absence complies with Education Code section 35120 and shall be reflected in the minutes.

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Resolution No. 3386: Resolution Regarding Board Stipends

<p>Estimated Time of Presentation: N/A Submitted by: Lavinia Grace Phillips, Board President Approved by: Lisa Allen, Interim Superintendent</p>

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

RESOLUTION NO. 3386

RESOLUTION REGARDING BOARD STIPENDS

WHEREAS, Education Code section 35120 and Board Bylaw 9250 of the Sacramento City Unified School District (“District”) authorize Board members to be paid stipends for meetings they were unable to attend due to illness, hardship or other duties such as jury duty or performing duties or services for the District at the time of a Board meeting; and

WHEREAS, the Board finds that the Board members may be paid, or retain, stipends for meetings they were unable to attend as stated in Attachment A.

NOW, THEREFORE, BE IT RESOLVED by the Sacramento City Unified School District Board of Education which finds and determines as follows:

1. Adopts the foregoing recitals as true and correct;
2. Authorizes stipends for meetings the Board members were unable to attend pursuant to Attachment A; and
3. Incorporates herein by reference Attachment A.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 15th day of February, 2024, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

ATTESTED TO:

Lisa Allen
Secretary of the Board of Education

Lavinia Grace Phillips
President of the Board of Education

ATTACHMENT A

RESOLUTION NO. 3386

1. Absence Due to Other Duties: Stipends are authorized to the following Board member(s) due to illness:
 - a. Board member Jamee Villa for the Regular Board meeting on February 1, 2024.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1f

Meeting Date: February 15, 2024

Subject: Approve Resolution No. 3387: Resolution Regarding Board Stipends

- 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 Resolution No. 3387: Resolution Regarding Board Stipends.

Background/Rationale: Education Code section 35120 fails to define hardship which has led to uncertainty regarding payment of stipends for Board members who may be deserving of payment due to absence resulting from hardship or other duties such as jury duty or performing duties or services for the District at the time of a Board meeting. All stipend payments will be based on an attendance sign-in sheet as well as any Board resolution(s) excusing absences in compliance with law. A Board member who is absent from a meeting may be eligible for payment by reporting the excused absence to the Board Office. A Board resolution will be periodically placed, as needed, on the Board agenda to state that the reason for the absence complies with Education Code section 35120 and shall be reflected in the minutes.

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Resolution No. 3387: Resolution Regarding Board Stipends

<p>Estimated Time of Presentation: N/A Submitted by: Lavinia Grace Phillips, Board President Approved by: Lisa Allen, Interim Superintendent</p>

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

RESOLUTION NO. 3387

RESOLUTION REGARDING BOARD STIPENDS

WHEREAS, Education Code section 35120 and Board Bylaw 9250 of the Sacramento City Unified School District (“District”) authorize Board members to be paid stipends for meetings they were unable to attend due to illness, hardship or other duties such as jury duty or performing duties or services for the District at the time of a Board meeting; and

WHEREAS, the Board finds that the Board members may be paid, or retain, stipends for meetings they were unable to attend as stated in Attachment A.

NOW, THEREFORE, BE IT RESOLVED by the Sacramento City Unified School District Board of Education which finds and determines as follows:

1. Adopts the foregoing recitals as true and correct;
2. Authorizes stipends for meetings the Board members were unable to attend pursuant to Attachment A; and
3. Incorporates herein by reference Attachment A.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 15th day of February, 2024, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

ATTESTED TO:

Lisa Allen
Secretary of the Board of Education

Lavinia Grace Phillips
President of the Board of Education

ATTACHMENT A

RESOLUTION NO. 3387

1. Absence Due to Other Duties: Stipends are authorized to the following Board member(s) due to illness:
 - a. Board member Christina Pritchett for the Regular Board meeting on February 1, 2024.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1g

Meeting Date: February 15, 2024

Subject: Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the period of December 1-31, 2023

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

Division: Business Services

Recommendation: Approve attached list of warrants and checks.

Background/Rationale: The detailed list of warrants, checks and electronic transfers issued for the period of December 1-31, 2023 are available for the Board members upon request.

Financial Considerations: Normal business items that reflect payments from district funds.

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

Documents Attached:

Warrants, Checks and Electronic Transfers – December 1-31, 2023

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Interim Superintendent

Warrants, Checks and Electronic Funds Transfers

December 2023

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount</u>
County Accounts Payable Warrants	97421935 - 97422738	804 items	\$ 17,159,130.61
		General (01)	\$ 9,201,633.66
		Charter (09)	\$ 205,138.75
		Adult Education (11)	\$ 55,267.49
		Child Development (12)	\$ 31,502.81
		Cafeteria (13)	\$ 1,467,126.76
		Building (21)	\$ 5,394,695.12
		Cafeteria Enterprise (61)	\$ 308.32
		Self Insurance (67)	\$ 37,454.66
		Self Ins Dental/Vision (68)	\$ 744,000.11
		Payroll Revolving (76)	\$ 22,002.93
Alternate Cash Revolving Checks	00002420 - 00002482	63 items	\$ 103,225.30
		General (01)	\$ 15,443.21
		Adult Education (11)	\$ 3,997.80
		Payroll Revolving (76)	\$ 83,784.29
Payroll and Payroll Vendor Warrants	97897858 - 97899444	1587 items	\$ 6,221,752.44
		General (01)	\$ 1,926,466.96
		Charter (09)	\$ 52,059.97
		Adult Education (11)	\$ 32,304.82
		Child Development (12)	\$ 72,529.37
		Cafeteria (13)	\$ 184,528.17
		Building (21)	\$ 1,193.19
		Payroll Revolving (76)	\$ 3,952,669.96
Payroll ACHs and Payroll Vendor EFTs	ACH 01558221 - 01567263 EFT 00000007 - 00000008	9044 items	\$ 22,838,656.39
		General (01)	\$ 20,539,694.32
		Charter (09)	\$ 593,467.94
		Adult Education (11)	\$ 231,544.81
		Child Development (12)	\$ 469,748.87
		Cafeteria (13)	\$ 884,547.54
		Building (21)	\$ 27,390.74
		Cafeteria Enterprise (61)	\$ 37.00
		Self Insurance (67)	\$ 18,124.31
		Self Ins Dental/Vision (68)	\$ 8,520.10
		Payroll Revolving (76)	\$ 65,580.76
County Wire Transfers for Benefit, Debt & Tax	9700350060 - 9700350078	19 items	\$ 47,818,401.76
		General (01)	\$ 427,145.77
		Payroll Revolving (76)	\$ 47,391,255.99
Total	11517 items	\$	94,141,166.50



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1h

Meeting Date: February 15, 2024

Subject: Approve Donations to the District for the Period of December 1-31, 2023

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

Division: Business Services

Recommendation: Accept the donations to the District for the period of December 1-31, 2023.

Background/Rationale: Per Board Policy 3290 Gifts, Grants and Bequests, the Board of Education accepts donations on behalf of the schools and the District. After Board approval, the Board Office will send a letter of recognition to the donors.

Financial Considerations: None

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

Documents Attached:

- Donations Report for the period of December 1-31, 2023

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Interim Superintendent

B OF A - BANK OF AMERICA											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BA24-0001180	Posted	(000670) THE BLACKBAUD GIVIN	8309	Check	12/01/23	1110232479				Donation, The Blackbaud Givi	150.00
	01-0812-0-8690-	- - - -0410-				150.00					
BA24-0001181	Posted	(000670) THE BLACKBAUD GIVIN	8309	Check	12/01/23	1110235126				Donation, The Blackbaud Givi	150.00
	01-0812-0-8690-	- - - -0410-				150.00					
Total for Sacramento City Unified School District											300.00

Fund-Object Recap		
01-8690	Donation Board Acknowledgement	300.00
Fund 01 - General Fund		300.00
Total for Sacramento City Unified School District		300.00

Org Recap	
Sacramento City Unified School District	
C - Check	300.00
Report Total	300.00

* On Hold



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1i

Meeting Date: February 15, 2024

Subject: Approve Purchase Order Board Report for the Period of December 15, 2023 through January 14, 2024

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

Division: Business Services

Recommendation: Approve attached list of purchase orders.

Background/Rationale: N/A

Financial Considerations: Reflects standard business information.

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

Documents Attached:

- PO Board Report Period of December 15, 2023, through January 14, 2024

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Interim Superintendent

Includes Purchase Orders dated 12/15/2023 - 01/14/2024 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B24-00924		PARENT MILEAGE REIMBURSEMENT	SPECIAL EDUCATION DEPARTMENT	01	8,150.00
B24-00925	WILLIAM MACGILL & CO	NURSE SUPPLIES 2023-24 SY	HIRAM W. JOHNSON HIGH SCHOOL	01	500.00
B24-00926	SUPPLY INDUSTRIAL HARDWARE LLC	SUPPLIES FOR GLAZING SHOP 2023-24	FACILITIES MAINTENANCE	01	5,000.00
B24-00927	COUNTY OF SACRAMENTO	0262-461 NICHOLAS NEW SCHOOL - PLANNING REVIEW	FACILITIES SUPPORT SERVICES	21	10,000.00
B24-00928		FEDERAL PROPORTIONATE SHARE	SPECIAL EDUCATION DEPARTMENT	01	1,530.35
B24-00929	AQUATIC RESEARCH ORGANISMS INC	BIOLOGY LAB & INSTRUCTIONAL SUPPLIES FY23/24	C. K. McCLATCHY HIGH SCHOOL	01	600.00
B24-00930	THE HOME DEPOT USA THE HOME DE POT PRO	CLEPP GRANT BUILDING & TRADE ACADEMY 2023-24SY	LUTHER BURBANK HIGH SCHOOL	01	8,000.00
B24-00931	JTM PROVISIONS CO INC dba JTM FOOD GROUP	BEEF TACO FILLING SY 24	NUTRITION SERVICES DEPARTMENT	13	6,797.00
B24-00932	DOS PISANO INC	BAGELS FOR 2023 - 24SY	NUTRITION SERVICES DEPARTMENT	13	60,000.00
B24-00933	BIG R METALS	SUPPLIES-BUILDING & CONSTRUCTION DESIGN -C. ANTRIM	CAREER & TECHNICAL PREPARATION	01	1,000.00
B24-00934	JOHNSON CONTROLS FIRE PROTECT	SPRINKLER BASIC SERVICE - FIRE PUMP SYSTEM	CHARLES A. JONES CAREER & ED	11	2,500.00
B24-00935	WSACBHD dba BEACH HUT DELI	BLANKET PO FOR MANDATORY TRAININGS IN MAINTENANCE	FACILITIES MAINTENANCE	01	3,000.00
CHB24-00330	OFFICE DEPOT	CLEPP GRANT BUILDING & TRANDE ACADEMY SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	2,000.00
CHB24-00331	OFFICE DEPOT	LPPA INSTRUCTIONAL SUPPLIES FY 23/24	C. K. McCLATCHY HIGH SCHOOL	01	4,000.00
CHB24-00332	OFFICE DEPOT	CJA INSTRUCTIONAL SUPPLIES FY23/24	C. K. McCLATCHY HIGH SCHOOL	01	2,000.00
CHB24-00333	UBEO WEST LLC dba UBEO BUSINES S SERVICES	CANON COPIER YEARLY CONTRACT SY 2023/24	HEALTH PROFESSIONS HIGH SCHOOL	01	3,150.00
CS23-00404	CORE DISTRICTS	2022-23 CORE PARTNERSHIP CONTRACT	ACADEMIC OFFICE	01	198,375.00
CS24-00334	HEIDI KOSKI CONSULTING	Heidi Koski Consulting 2023-24	EARL WARREN ELEMENTARY SCHOOL	01	3,000.00
CS24-00335	MIZINSKI CONTRACTING & ENGINEE RING INC	477 PACIFIC ES NEW CONSTRUCTION - CONSULTING SVC	FACILITIES SUPPORT SERVICES	21	105,000.00
CS24-00336	KMM SERVICES INC	CONFIRMING-BOARD RM AUDIO VISUAL SYSTEM CONSULTING	FACILITIES MAINTENANCE	01	507.50
CS24-00337	THE HAWK INSTITUTE	STUDENT INTERVENTIONS/SUPPORT SESSIONS	UMOJA INTERNATIONAL ACADEMY	01	50,000.00

*** See the last page for criteria limiting the report detail.

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Includes Purchase Orders dated 12/15/2023 - 01/14/2024 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS24-00338	SCOE K12 CURRICULUM & INSTRUCTION	MOU SCOE CONTRACT	JOHN H. STILL - K-8	01	61,200.00
CS24-00339	EARTH MAMA HEALING INC	STUDENT INTERVENTIONS/SUPPORT SESSIONS	UMOJA INTERNATIONAL ACADEMY	01	20,000.00
CS24-00340	CSU SACRAMENTO BURSAR'S OFFICE	H RTP RWF CALIFORNIA STATE UNIVERSITY SAC	HEALTH SERVICES	01	100,000.00
CS24-00341	JANECIA ROLLAND dba RESTORATION COACHING LLC	RESTORATION COACHING, LLC	UMOJA INTERNATIONAL ACADEMY	01	16,500.00
CS24-00342	NORTHSTAR ENGINEERING GROUP	0510-442 CKM SWIMMING POOL - SURVEYING SERVICES	FACILITIES SUPPORT SERVICES	21	9,325.00
CS24-00343	NORTHSTAR ENGINEERING GROUP	0520-405 HJHS SWIMMING POOL - SURVEYING SERVICE	FACILITIES SUPPORT SERVICES	21	9,600.00
CS24-00344	NORTHSTAR ENGINEERING GROUP	0525-442 JFK SWIMMING POOL - SURVEYING SVC	FACILITIES SUPPORT SERVICES	21	8,445.00
CS24-00345	TRU XPRESSION	2023-24 SUPPLEMENTAL PROVIDER	YOUTH DEVELOPMENT	01	40,920.00
CS24-00346	CITY OF SACRAMENTO YOUTH, PARKS & COMMUNITY	2022-23 EXPANDED LEARNING CONTRACT	YOUTH DEVELOPMENT	01	15,876.20
CS24-00347	LAW OFFICE OF ROBERTA SAVAGE	ATTORNEY FEES FOR [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	21,712.50
CS24-00348	DWIGHT TAYLOR SR	2023-24 SUPPLEMENTAL PROVIDER-DWIGHT TAYLOR SR.	YOUTH DEVELOPMENT	01	19,560.00
N24-00033	KADIANT LLC LAND PARK CAMPUS	NPS EDUCATIONAL SERVICES - [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	2,688,000.00
N24-00034	KADIANT LLC	NPA SERVICES (1:1 BEHAVIOR)	SPECIAL EDUCATION DEPARTMENT	01	270,000.00
N24-00035	CARE INC	NPA SERVICES (1:1 BEHAVIOR)	SPECIAL EDUCATION DEPARTMENT	01	350,000.00
P24-01659	AMAZON CAPITAL SERVICES	SDC CLASS OUTDOOR PLAY EQUIPMENT 2023-24SY	ROSA PARKS MIDDLE SCHOOL	01	226.58
P24-01661	AMAZON CAPITAL SERVICES	5TH GRADE CLASSROOM BOOKS 2023-24SY	WASHINGTON ELEMENTARY SCHOOL	01	772.58
P24-01766	AMADOR STAGE LINES INC	AMADOR STAGE LINES	JOHN CABRILLO ELEMENTARY	01	3,272.00
P24-01767	EXPLORELEARNING	REFLEX SITE LICENSE-TEACHER/STUDENT MATH	CAMELLIA BASIC ELEMENTARY	01	3,295.00
P24-01768	DOWNTOWN FORD	VEHICLE REPAIRS-NS TRANSIT VAN 157	NUTRITION SERVICES DEPARTMENT	13	4,693.58
P24-01769	ELLIOTT SPOON	CONSTRUCTION PATHWAY@RHS-ELLIOTT SPOON	CAREER & TECHNICAL PREPARATION	01	884.50
P24-01770	PACIFIC OFFICE AUTOMATION	POA INV#214160	NICHOLAS ELEMENTARY SCHOOL	01	765.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01771	TAHOE ADVENTURE COMPANY	PREPAY - TAHOE ADVENTURE COMPANY	JOHN CABRILLO ELEMENTARY	01	35,955.00
P24-01772	RUSH CUSTOM PRINTS	MASTERS ENRICHMENT AFTERSCHOOL	NEW JOSEPH BONNHEIM	09	125.06
P24-01773	FOLLETT SCHOOL SOLUTIONS	CKM Library Fall 2023 Library (district funds)	LIBRARY/TEXTBOOK SERVICES	01	976.63
P24-01774	FOLLETT SCHOOL SOLUTIONS	A.Einstein Fall 2023 Library (district funds)	LIBRARY/TEXTBOOK SERVICES	01	972.87
P24-01775	FOLLETT SCHOOL SOLUTIONS	Fern Bacon Fall 2023 Library (district funds)	LIBRARY/TEXTBOOK SERVICES	01	868.49
P24-01776	ELIZABETH CLAIRE	ESL-BOOK ORDER_INSTRUCTIONAL	CHARLES A. JONES CAREER & ED	11	91.44
P24-01777	PACIFIC LEARNING INC	MATERIALS FOR EL STUDENTS, SPEAKING SPANISH	MULTILINGUAL EDUCATION DEPT.	01	14,673.09
P24-01778	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES 2023-24 SY	BEAR FLAG CHILDREN'S CENTER	12	336.27
P24-01779	THE HOME DEPOT PRO	PRESCHOOL CUSTODIAL SUPPLIES 2023-2024SY	WOODBINE ELEMENTARY SCHOOL	12	92.05
P24-01780	THE HOME DEPOT PRO	PRESCHOOL CUSTODIAL SUPPLIES FOR SARAH WONG	JOHN D SLOAT BASIC ELEMENTARY	12	307.77
P24-01781	DISCOUNT SCHOOL SUPPLY	J.STILL PRESCH RM K1-DELIVERY TO CLASS 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	417.40
P24-01782	DISCOUNT SCHOOL SUPPLY	J.STILL PRESCH RM K1-DELIVERY TO CLASS 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	422.28
P24-01783	MCKESSON MEDICAL SURGICAL INC	MA INSTRCUTIONAL SUPPLIES 2023-24SY	CHARLES A. JONES CAREER & ED	11	219.73
P24-01785	MUSIC THEATRE INTERNATIONAL	THEATER CLASS MATRL	CALIFORNIA MIDDLE SCHOOL	01	902.63
P24-01786	TOYOTA MATERIAL HANDLING NORTH ERN CALIFORNIA	CARL PERK_MANUFACTURING_TO YOTA	CHARLES A. JONES CAREER & ED	11	2,718.73
P24-01787	CALIFORNIA DEPT OF GENERAL SER VICES	0004-468 ALICE BIRNEY CAMPUS RENEWAL - DSA FEES	FACILITIES SUPPORT SERVICES	21	45,300.00
P24-01788	ANDYMARK INC	BATTERY CHARGERS FOR ROBOTICS	YOUTH DEVELOPMENT	01	1,370.25
P24-01789	FOLLETT SCHOOL SOLUTIONS	H.Johnson Fall 2023 Library (district funds)	LIBRARY/TEXTBOOK SERVICES	01	639.34
P24-01790	SCOE FINANCIAL SERVICES	FOR SLY PARK SCIENCE CAMP DEPOSIT	DAVID LUBIN ELEMENTARY SCHOOL	01	3,300.00
P24-01791	EYNC	EEFIE YEAW FIELD TRIP/ REED 3/6/24	SUTTERVILLE ELEMENTARY SCHOOL	01	170.00
P24-01792	SCUSD - US BANK CAL CARD	3RD GRADE IMAX THEATER	BG CHACON ACADEMY	09	623.00
P24-01793	UNITED CALIFORNIA GLASS & DOOR	SERNA CENTER FRONT DOORS - REPAIR	FACILITIES MAINTENANCE	01	7,230.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01794	THE HOME DEPOT PRO	TOOLS FOR PLUMBING SHOP-DRAIN CLEANING DRUMS	FACILITIES MAINTENANCE	01	2,117.36
P24-01795	SMUD	0520-433 HJHS STADIUM - METER & CT INSTALLATION	FACILITIES SUPPORT SERVICES	21	1,404.00
P24-01796	SCUSD - US BANK CAL CARD	0521-470 WCHS SB/BASEBALL - DSA FEES	FACILITIES SUPPORT SERVICES	21	50,980.05
P24-01797	THE HOME DEPOT PRO	EXTENDED LEARNING CUSTODIAL SUPPLIES 2023-24SY	FATHER K.B. KENNY - K-8	01	996.12
P24-01798	THE HOME DEPOT PRO	EXTENDED LEARNING - CUSTODIAL SUPPLIES 2023-24SY	JOHN CABRILLO ELEMENTARY	01	998.88
P24-01799	THE HOME DEPOT PRO	AFTERSCHOOL CUSTODIAL SUPPLIES 2023-24SY	WILL C. WOOD MIDDLE SCHOOL	01	985.25
P24-01800	THE HOME DEPOT PRO	AFTERSCHOOL PRO. CUSTODIAL SUPPLIES 2023-24 SY	SUSAN B. ANTHONY ELEMENTARY	01	1,495.06
P24-01801	BOOKS EN MORE	HARKNESS PRESCHOOL LIBRARY 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	447.14
P24-01802	AMS.NET INC	Admin phone for Kelley/x439040	ACADEMIC OFFICE	01	403.52
P24-01803	WT COX INFORMATION SERVICES	ON-LINE SUBSCRIPTION	LUTHER BURBANK HIGH SCHOOL	01	541.14
P24-01804	CDW GOVERNMENT	CDW- COMPUTERS	YOUTH DEVELOPMENT	01	6,790.23
P24-01805	CDW GOVERNMENT	PRINTERS FOR CDS FY23-24	EARLY LEARNING & CARE PROGRAMS	12	1,681.34
P24-01806	ODP BUSINESS SOLUTIONS LLC	CLASSROOM MAGNETIC WHITE BOARD FOR INSTRUCTION	WILLIAM LAND ELEMENTARY	01	497.82
P24-01807	APPLE INC	APPLE iPADS for Teachers FY23-24	EARLY LEARNING & CARE PROGRAMS	12	19,635.81
P24-01808	APPLE INC	APPLE iPADS for Instructional Aides FY23-24	EARLY LEARNING & CARE PROGRAMS	12	19,635.81
P24-01809	BRAINPOP LLC	EDUCATIONAL WEBSITE (BRAINPOP) SUBSCRPTN	WILLIAM LAND ELEMENTARY	01	2,023.11
P24-01810	NAN HAI CO INC dba iCHINESE ED U	SCHOOL READING PROGRAM (ANNUAL) ICHINESE READER	WILLIAM LAND ELEMENTARY	01	3,846.96
P24-01811	4 IMPRINT INC	Deliver to Dawn Weymouth, Serna Cubicle 2218	EARLY LEARNING & CARE PROGRAMS	12	211.88
P24-01812	4 IMPRINT INC	Deliver to Dawn Weymouth cubicle 2218	EARLY LEARNING & CARE PROGRAMS	12	1,866.98
P24-01813	PACIFIC LEARNING INC	WRAP PROGRAM	BG CHACON ACADEMY	09	723.28
P24-01814	SCOE FINANCIAL SERVICES	PARTICIPATION AT SLY PARK DECEMBER 4-8, 2023	ABRAHAM LINCOLN ELEMENTARY	01	13,375.00
P24-01815	SCOE FINANCIAL SERVICES	SLY PARK 2/5-2/9/24 FIELD TRIP	SUTTERVILLE ELEMENTARY SCHOOL	01	15,420.00
P24-01816	CALIFORNIA ACADEMY OF SCIENCES	JCBA ACADEMY OF SCIENCE 2-13-24	HIRAM W. JOHNSON HIGH SCHOOL	01	583.05

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01817	ELLEN LEE CARLSON	TREAT AS CONFIRMING - B.O.Y. MEETING REIM	WILLIAM LAND ELEMENTARY	01	471.45
P24-01818	STERICYCLE INC	SCHOOL SHREDDING	GEO WASHINGTON CARVER	09	306.25
P24-01819	COASTAL ENTERPRISES	PE SWEATSUITS FOR STUDENTS	GEO WASHINGTON CARVER	09	4,707.79
P24-01820	COLLEGE ENTRANCE EXAMINATION B OARD	STUDENT SAT/PSAT TESTING FY 2023-2024	GEO WASHINGTON CARVER	09	2,665.34
P24-01821	COASTAL ENTERPRISES	PE Uniforms - Summer Bridge	GEO WASHINGTON CARVER	09	4,521.83
P24-01822	DIEM HANG LE	REIMB FOR MS. LE	BOWLING GREEN ELEMENTARY	09	762.04
P24-01823	SIERRA VALLEY CONFERENCE	SIERRA LEAGUE ASSESSMENT (DUES) FY24 ROSEMONT HS	EQUITY, ACCESS & EXCELLENCE	01	2,000.00
P24-01824	TOOLS TO GROW INC	AT- OT ONLINE MEMBERSHIP	SPECIAL EDUCATION DEPARTMENT	01	575.00
P24-01825	CDW GOVERNMENT	Instructional Material - Printer/ USB-C Multiport	THE MET	09	682.91
P24-01826	S P2	ONLINE OCCUPATIONAL SAFETY CLASS	LUTHER BURBANK HIGH SCHOOL	01	650.00
P24-01827	TEACHING STRATEGIES INC	Add 12 Creative Curriculum Licenses thru 2027	LIBRARY/TEXTBOOK SERVICES	01	66,220.08
P24-01828	TUTTEO INC	EDUCATION PLATFORM FOR MUSIC CLASSES	WILL C. WOOD MIDDLE SCHOOL	01	100.00
P24-01829	DEVAN E. CRESS dba ANCHOR AUDI O STORE	COMMUNICATIONS PA SYSTEM/SPEAKER	WILL C. WOOD MIDDLE SCHOOL	01	5,980.16
P24-01830	GARAGE CHAMPS	PE EQUIPMENT	JOHN H. STILL - K-8	01	7,919.72
P24-01831	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES - WHITE BOARD 2023-24SY	INTERNAL AUDIT	01	213.89
P24-01832	AMAZON CAPITAL SERVICES	Fidgets/Frames/Paper 2023-24SY	SCHOOL CLIMATE	01	529.58
P24-01833	AMAZON CAPITAL SERVICES	Rm 11 Science Dissection trays 2023-24SY	JOHN MORSE THERAPEUTIC	01	81.54
P24-01834	AMAZON CAPITAL SERVICES	BALL PUMPS FOR PE 2023-24SY	DAVID LUBIN ELEMENTARY SCHOOL	01	96.86
P24-01835	AMAZON CAPITAL SERVICES	WHITEBOARDS FOR RSP 2023-24SY	DAVID LUBIN ELEMENTARY SCHOOL	01	369.68
P24-01836	AMAZON CAPITAL SERVICES	PBIS LEVEL Reinforcers Elem & PreK 2023-24SY	JOHN MORSE THERAPEUTIC	01	350.39
P24-01837	AMAZON CAPITAL SERVICES	EILEEN FOLDERS 2023-24SY	CHARLES A. JONES CAREER & ED	11	80.24
P24-01838	FOLLETT SCHOOL SOLUTIONS	H. Bancroft Library Order Fall 2023	LIBRARY/TEXTBOOK SERVICES	01	1,431.00
P24-01839	APPERSON INC	SCANTRONS	C. K. McCLATCHY HIGH SCHOOL	01	2,942.74
P24-01840	DEMCO INC	LIBRARY BOOK REPAIR SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	204.81
P24-01841	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS 2023-24SY	THE MET	09	776.03
P24-01843	CDW GOVERNMENT	MENDOZA & OFFICE COMPUTER	BG CHACON ACADEMY	09	2,043.90

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01844	AMAZON CAPITAL SERVICES	PBIS Program Reinforcers Middle School 2023-24SY	JOHN MORSE THERAPEUTIC	01	482.38
P24-01845	PACIFIC OFFICE AUTOMATION	SUPPLIES FOR RISO	PONY EXPRESS ELEMENTARY SCHOOL	01	141.57
P24-01846	RIFTON EQUIPMENT	AT-PT MATERIAL - [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	256.92
P24-01847	KUTA SOFTWARE LLC	RENEWAL OF KUTA SOFTWARE FOR MATH TUTORING	C. K. McCLATCHY HIGH SCHOOL	01	1,480.00
P24-01848	PUBLIC SERVICES EDUCATIONAL MA TERIALS	LAW ACADEMY - SITE LICENSE	HIRAM W. JOHNSON HIGH SCHOOL	01	420.86
P24-01849	TROXELL COMMUNICATIONS INC	SITE COMPUTER SUPPORT - SDC CLASSROOMS	SPECIAL EDUCATION DEPARTMENT	01	2,490.38
P24-01850	UNIVERSAL ATHLETIC LLC	SOFTBALL UNIFORMS	C. K. McCLATCHY HIGH SCHOOL	01	2,745.98
P24-01851	AIA CORP dba NDS	Jackets for recruitment	EARLY LEARNING & CARE PROGRAMS	12	2,474.13
P24-01852	AMAZON CAPITAL SERVICES	WIRELESS KEYBOARD & TRACK PAD FOR MAC 2023-24SY	CONTINUOUS IMPRVMT & ACNTBLTY	01	222.92
P24-01853	BLICK ART MATERIALS	LATE INVOICE ON INSTRUCT MATRLS FROM P23-04072	A. M. WINN - K-8	01	107.05
P24-01854	STEVEN TSUYUKI	CONF. COMPLETED ORDER - TREETOP ADVENTURE PARK	LUTHER BURBANK HIGH SCHOOL	01	1,769.52
P24-01855	ZANER-BLOSER INC	Building Fact Fluency Kits/S. Craig	CURRICULUM & PROF DEVELOP	01	7,115.89
P24-01856	DIGITAL EVIDENCE VENTURES	FORENSIC REVIEW SAC CITY CELL PHONE	HUMAN RESOURCE SERVICES	01	1,090.91
P24-01857	AMAZON CAPITAL SERVICES	GILBERT CALMING CORNER 2023-24SY	BG CHACON ACADEMY	09	160.41
P24-01858	KANTER & ROMO IMMIGRATION LAW OFFICE	LEGAL FEES-NONIMMIGRANT VISA	HUMAN RESOURCE SERVICES	01	17,740.00
P24-01859	SCUSD - US BANK CAL CARD	UTM - H2O OFFICE FURNITURE	RISK MANAGEMENT	01	8,676.18
P24-01860	AMAZON CAPITAL SERVICES	AFTERSCHOOL INSTR. MATERIALS FOR 2023-24SY	NEW JOSEPH BONNHEIM	09	205.46
P24-01861	BRIGHTLY SOFTWARE INC	BRIGHTLY SOFTWARE SUBSCRIPTIONS 2023/24	FACILITIES SUPPORT SERVICES	01	109,563.90
P24-01862	CURRICULUM ASSOCIATES LLC	CURRICULUM ASSOC IREADY WRITING INSTRUC	FATHER K.B. KENNY - K-8	01	3,153.54
P24-01863	KLINE MUSIC INC	MUSIC EQUIPMENT 2023-24SY	GEO WASHINGTON CARVER	09	2,134.72
P24-01864	THE HOME DEPOT PRO	CHILD DEV CUSTODIAL SUPPLIES	JOHN CABRILLO ELEMENTARY	12	362.62
P24-01865	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES - EXTENDED LEARNING 2023-24SY	SAM BRANNAN MIDDLE SCHOOL	01	998.85
P24-01866	THE HOME DEPOT PRO	CUSTODIAL ORDER 2023-24SY	EDWARD KEMBLE ELEMENTARY	01	991.18

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01867	ULINE	ATTN: NURSE LISA - GLOVES	EARLY LEARNING & CARE PROGRAMS	12	1,413.75
P24-01868	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS (HOMELESS SERVICES) 2023-24SY	STUDENT SUPPORT&HEALTH SRVCS	01	1,097.12
P24-01869	AMAZON CAPITAL SERVICES	NJROTC - MINI DRONE 2023-24 SY	LUTHER BURBANK HIGH SCHOOL	01	1,412.66
P24-01871	ODP BUSINESS SOLUTIONS LLC	ODP-T.S	CONSOLIDATED PROGRAMS	01	64.02
P24-01872	SCUSD - US BANK CAL CARD	PAPER FOR SPECIAL PROJECT-CENTRAL PRINT 2023-24SY	CENTRAL PRINTING SERVICES	01	244.69
P24-01873	FUN AND FUNCTION	OT MATERIAL	SPECIAL EDUCATION DEPARTMENT	01	206.56
P24-01874	RIFTON EQUIPMENT	AT-PT MATERIAL - [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	3,597.06
P24-01875	MAXI AIDS INC	LOW INCIDENCE [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	169.91
P24-01876	AMAZON CAPITAL SERVICES	ADMIN SUPPLIES 2023-24SY	C. K. McCLATCHY HIGH SCHOOL	01	60.82
P24-01877	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS (HOMELESS SERVICES) 2023-24SY	STUDENT SUPPORT&HEALTH SRVCS	01	107.84
P24-01878	NO TEARS LEARNING INC dba LEAR NING WITHOUT TEARS	DIGITAL TOOL FOR OCCUPATIONAL THERAPIST [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	1,364.00
P24-01879	NSAV SOLUTIONS	INSTRUCTIONAL MATERIALS	JOHN BIDWELL ELEMENTARY	01	190.29
P24-01880	SCUSD - US BANK CAL CARD	NATIVE YOUTH CONFERENCE	YOUTH DEVELOPMENT	01	600.00
P24-01881	COUNTY OF SACRAMENTO ENVIRONME NTAL MANAGEMENT DEPT	TREAT AS CONFIRMING - HAZARDOUS MATLS PERMIT 2024	C. K. McCLATCHY HIGH SCHOOL	01	943.00
P24-01882	CALIFORNIA SCHOOL BASED HEALTH ALLIANCE	CSBHA MEMBERSHIP	HEALTH SERVICES	01	500.00
P24-01884	TUCS EQUIPMENT	VALVE/ THERMOCPULE/PARTS FOR CK EQUIPMENT	NUTRITION SERVICES DEPARTMENT	13	3,576.23
P24-01885	SACRAMENTO COUNTY OFFICE OF ED UCATION, FINANCIAL SVCS	CLEAR ADMINISTRATIVE SVCS CREDENTIAL PROGRAM	HUMAN RESOURCE SERVICES	01	32,000.00
P24-01886	SCUSD - US BANK CAL CARD	CAL CARD NOV 2023 4710/5800 RECONCILE	NUTRITION SERVICES DEPARTMENT	13	1,939.82
P24-01887	SCUSD - US BANK CAL CARD	CAL CARD OCT 2023 4710/5800 RECONCILE	NUTRITION SERVICES DEPARTMENT	13	2,599.66
P24-01888	SACRAMENTO COUNTY OFFICE OF ED UCATION	SLY PARK 12/18-22, 2023	JOHN BIDWELL ELEMENTARY	01	6,582.00
P24-01889	APPLE INC	AT-AAC MATERIAL - BULK CHECKOUT	SPECIAL EDUCATION DEPARTMENT	01	43,678.01

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.



Includes Purchase Orders dated 12/15/2023 - 01/14/2024 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01890	BATTERY SYSTEMS	BATTERIES FOR AUTO SCRUBBERS	MIWOK MIDDLE SCHOOL	01	1,455.11
P24-01891	IPEVO INC	AT-VI FOR BULK CHECK OUT	SPECIAL EDUCATION DEPARTMENT	01	2,489.61
P24-01892	CDW GOVERNMENT	SCHOOL LAMINATOR	BG CHACON ACADEMY	09	2,992.19
P24-01893	DWIGHT TAYLOR SR	SUPPLEMENTAL BOOKS	HEALTH PROFESSIONS HIGH SCHOOL	01	3,600.00
P24-01894	CDW GOVERNMENT	HelpDesk Software/Support Renewal	TECHNOLOGY SERVICES	01	34,915.00
P24-01895	ELSEVIER	MA PRGM-BOOKSTORE	CHARLES A. JONES CAREER & ED	11	2,012.95
P24-01896	CURRICULUM ASSOCIATES LLC	BRIGANCE MATERIAL	SPECIAL EDUCATION DEPARTMENT	01	28,899.44
P24-01897	INCLUSIVE TLC	AT-AAC MATERIAL FOR [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	79.16
P24-01898	TMA LASER GROUP INC	INK CARTRIDGE	HEALTH PROFESSIONS HIGH SCHOOL	01	277.32
P24-01899	TMA LASER GROUP INC	EL - HP TONER 26A	AMERICAN LEGION HIGH SCHOOL	01	652.43
P24-01900	RJ COOPER & ASSOC	AT-AAC MATERIAL FOR [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	169.96
P24-01901	SACRAMENTO FLAG WORKS	FLAGS-AMERICAN & CALIFORNIA FOR CAMPUS	ENGINEERING AND SCIENCES HS	01	198.14
P24-01902	SCHOOL SPECIALTY	PRE-K [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	2,966.79
P24-01903	SUPER DUPER PUBLICATIONS	SPEECH MATERIALS [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	544.50
P24-01904	LEXIA LEARNING SYSTEMS	Lexia Learning LETRS Facilitator Bundle	CURRICULUM & PROF DEVELOP	01	55,580.00
P24-01905	TOYOTA MATERIAL HANDLING NORTH ERN CALIFORNIA	MANUFACTURING_INSTRUC TIONAL_FORKLIFT BOOKS	CHARLES A. JONES CAREER & ED	11	1,522.50
P24-01906	MSC INDUSTRIAL SUPPLY CO	CARL PERK_MANUFACTURING_MS C	CHARLES A. JONES CAREER & ED	11	1,259.81
P24-01907	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS (HOMELESS SERVICES) 2023-24SY	STUDENT SUPPORT&HEALTH SRVCS	01	178.60
P24-01908	AMAZON CAPITAL SERVICES	LIBRARY MATERIALS 2023-24SY	C. K. McCLATCHY HIGH SCHOOL	01	676.48
P24-01909	BOOKS EN MORE	PRIMARY GRADE LEVEL NOVELS 2023-24SY	CAMELLIA BASIC ELEMENTARY	01	1,062.01
P24-01910	AMAZON CAPITAL SERVICES	AAC/AT ORDER - MULTIPLE [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	555.32
P24-01911	AMAZON CAPITAL SERVICES	AAC/AT ORDER - MULTIPLE [REDACTED] 2023-24SY	SPECIAL EDUCATION DEPARTMENT	01	83.09
P24-01912	CURRICULUM ASSOCIATES LLC	STUDENT LESSONS/LICENSES: I-READY	HUBERT H BANCROFT ELEMENTARY	01	12,721.60

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.



Includes Purchase Orders dated 12/15/2023 - 01/14/2024 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01913	LAKESHORE LEARNING MATERIALS	NEW PRE K AUTISM CLASSROOM @ WASHINGTON	SPECIAL EDUCATION DEPARTMENT	01	2,694.30
P24-01914	LAKESHORE LEARNING MATERIALS	NEW PRE K PROGRAM @ JOHN MORSE	SPECIAL EDUCATION DEPARTMENT	01	5,851.29
P24-01915	LAKESHORE LEARNING MATERIALS	NEW K-1 CLASS @ BRET HARTE	SPECIAL EDUCATION DEPARTMENT	01	2,071.05
P24-01916	AMAZON CAPITAL SERVICES	Strategy for books/C Martinez 2023-24SY	SCHOOL CLIMATE	01	287.96
P24-01917	AMAZON CAPITAL SERVICES	LISA STEVENS - DIAPERS FOR PRESCHOOL 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	218.28
P24-01918	AMAZON CAPITAL SERVICES	J . BIDWELL- BOOMBOX 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	117.16
P24-01919	AMAZON CAPITAL SERVICES	BOOMBOX FOR PRE-SCHOOL CLASS 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	117.16
P24-01920	AMAZON CAPITAL SERVICES	AUTO CL/SHOP MANUAL- JB POLANCO@ JFK 2023-24SY	CAREER & TECHNICAL PREPARATION	01	100.85
P24-01921	AMAZON CAPITAL SERVICES	CLASSROOM MATERIALS 2023-24SY	C. K. McCLATCHY HIGH SCHOOL	01	89.44
Total Number of POs			189	Total	4,924,785.15

Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	1	198,375.00
		Total Fiscal Year 2023	198,375.00
01	General Fund	134	4,323,156.37
09	Charter School	15	23,430.21
11	Adult Education	8	10,405.40
12	Child Development	17	49,757.83
13	Cafeteria	6	79,606.29
21	Building Fund	8	240,054.05
		Total Fiscal Year 2024	4,726,410.15
		Total	4,924,785.15

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.



Includes Purchase Orders dated 12/15/2023 - 01/14/2024 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
B24-00004	6,000.00	13-4710	Cafeteria/Food	4,000.00
B24-00087	7,200.00	01-5800	General Fund/Other Contractual Expenses	3,526.89
B24-00104	50,000.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	20,000.00
B24-00128	30,000.00	13-4710	Cafeteria/Food	20,000.00
B24-00151	12,000.00	67-5800	Self Insurance/Other Contractual Expenses	2,000.00
B24-00194	45,000.00	13-4320	Cafeteria/Non-Instructional Materials/Su	20,000.00
B24-00206	14,000.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	7,000.00
B24-00386	244,500.00	13-4710	Cafeteria/Food	44,500.00
B24-00525	4,000.00	01-4320	General Fund/Non-Instructional Materials/Su	2,500.00
B24-00579	85,000.00	01-5690	General Fund/Other Contracts, Rents, Leases	55,000.00
B24-00742	6,907.94	01-4310	General Fund/Instructional Materials/Suppli	2,707.94
B24-00768	5,200.00	21-6230	Building Fund/Blueprint Duplicating	4,498.90
B24-00906	201,408.00	13-4710	Cafeteria/Food	150,000.00
CHB24-00005	10,400.00	01-4310	General Fund/Instructional Materials/Suppli	1,400.00
CHB24-00040	1,704.50	09-4320	Charter School/Non-Instructional Materials/Su	2,295.50-
CHB24-00074	11,000.00	01-4310	General Fund/Instructional Materials/Suppli	3,000.00
CHB24-00082	20,000.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB24-00185	8,000.00	01-4320	General Fund/Non-Instructional Materials/Su	3,000.00
CHB24-00198	15,000.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB24-00249	3,348.78	09-4320	Charter School/Non-Instructional Materials/Su	1,000.00
CHB24-00270	700.00	01-4310	General Fund/Instructional Materials/Suppli	500.00
CHB24-00321	3,795.00	09-4320	Charter School/Non-Instructional Materials/Su	2,295.00
CS23-00593	27,720.00	21-6290	Building Fund/Inspection	8,800.00
CS24-00062	10,597.00	13-5800	Cafeteria/Other Contractual Expenses	3,300.00
CS24-00169	1,000.00	01-5800	General Fund/Other Contractual Expenses	150.00
P23-04194	43,471.31	21-6200	Building Fund/Buildings (Improvements)	875.00
P24-01551	307.84	01-4320	General Fund/Non-Instructional Materials/Su	116.97-
Total PO Changes				367,641.26

Information is further limited to: (Minimum Amount = (999,999.99))

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.





SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1j

Meeting Date: February 15, 2024

Subject: Approve Unauthorized Vendor Payments

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

Division: Business Services

Recommendation: Approve the attached list of vendor payments

Background/Rationale: Business Services has established a new procedure for transparency and approval of unauthorized contracts. An unauthorized contract is a vendor providing services without an approved contract and is unable to meet district minimum requirements.

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. List of unauthorized vendor payments

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Interim Superintendent

Sacramento City Unified School District
Business Services

Unauthorized Vendor Payment Approval

The following "Unauthorized Vendors" cannot receive an approved Purchase Order (PO) due to a lack of meeting district minimum requirements. The following list of payments due are for services performed without approval. Vendors have submitted invoices and are seeking payment for the amounts listed.

Vendor ID#	Reason	Amount Due
314923	Ceasing services, no insurance	\$2,500.00
315255	Ceasing services, no insurance	\$2,500.00
316935	Ceasing services, no insurance	\$1,000.00



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1k

Meeting Date: February 15, 2024

Subject: Approve Resolution No. 3380 Declaring Futility of Competitive Bidding for Procurement of Replacement Air Filters for Air Purifiers from Oransi, LLC and Authorize Purchase of Air Filters from Oransi, LLC in the amount of \$186,718.88

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

Division: Business Services

Recommendation: Approve Resolution No. 3380 Declaring Futility of Competitive Bidding for Procurement of Replacement Air Filters for Air Purifiers from Oransi, LLC and Authorize Purchase of Air Filters from Oransi, LLC in the amount of \$186,718.88

Background/Rationale: Staff recommends the Board adopt Resolution No. 3380 in order to procure “Genuine Oransi” replacement air filters specific to Oransi MOD air purifiers and that are supplied solely by Oransi, LLC (“Vendor”).

In 2021, the District purchased and installed HEPA “MOD” air purifiers (“Equipment”) from Vendor for all District departments and school sites in response to the COVID-19 pandemic. The air filters for the Equipment must now be replaced so that the Equipment may optimally function. The Vendor is the sole supplier of the Equipment, and “Genuine Oransi” are proprietary to Vendor in the way the filters function within the Equipment.

District staff have researched the availability of the air filters and have been unable to locate any “Genuine Oransi” air filters available from other suppliers, with only generic filters claimed to be compatible with the Equipment available. District staff recommends that “Genuine Oransi” air filters are procured for the Equipment. The Equipment and filters are claimed to be proprietary to Vendor, and the air filters supplied by Vendor are thus expected to be the most efficient and optimal for the functioning of the Equipment.

California law provides that where the competitive process does not produce any advantage, and would be incongruous, futile, and unavailing, the statute requiring

competitive bidding does not apply.” (Hiller v. City of Los Angeles (1961) 197 Cal. App. 2d (685, 694.)

Resolution No.3380 identifies the futility of advertising for bids, or to initiate any other authorized procurement methodology, for procurement of the “Genuine Oransi” air filters, because the “Genuine Oransi” air filters are proprietary to Vendor and thus, offered for purchase solely from Vendor.

Financial Considerations:

The purchase amount is \$186,718.88, including a 5% bulk discount, shipping and tax.

LCAP Goal(s):

Documents Attached:

Resolution No. 3380 Declaring Futility of Competitive Bidding for Procurement of Replacement Air Filters for Air Purifiers from Oransi, LLC

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business Officer
Tina Alvarez-Bevens, Contract Analyst

Approved by: Lisa Allen, Interim Superintendent

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
RESOLUTION No. 3380**

**RESOLUTION DECLARING FUTILITY OF COMPETITIVE BIDDING FOR
PROCUREMENT OF REPLACEMENT FILTERS FOR AIR PURIFIERS FROM ORANSI, LLC
AND AUTHORIZE PURCHASE OF AIR FILTERS FROM ORANSI, LLC**

WHEREAS, Education Code section 17660 sets forth the policy that school facilities provide healthy indoor air quality to students, teachers, and other occupants in order to protect occupant health, reduce sick days, and improve student productivity and performance;

WHEREAS, in 2021, the Sacramento City Unified School District ("District") purchased and installed HEPA "MOD" air purifiers ("Equipment") from Oransi, LLC ("Vendor") for all District departments and school sites in response to the COVID-19 pandemic;

WHEREAS, from time to time the air filters (SKU: RFMD)("Air Filters") specific to the Equipment will need to be replaced at all District departments and school sites so that the Equipment may optimally function, necessitating the District to purchase Air Filters in the quantity and at the price indicated in Vendor's quote, attached as **EXHIBIT A**;

WHEREAS, Vendor is the sole supplier of the Equipment, and the replacement Air Filters are proprietary to Vendor in the way the filters function within the Equipment, as explained by Vendor in the attached **EXHIBIT B**;

WHEREAS, District staff have researched the availability of the Air Filters and have been unable to locate any "Genuine Oransi" Air Filters available from other suppliers, with only generic filters claimed to be compatible with the Equipment available; and

WHEREAS, District staff recommends that "Genuine Oransi" Air Filters are procured for the Equipment, as the Equipment and filters are claimed to be proprietary to Vendor, and Air Filters supplied by Vendor are thus expected to be the most efficient and optimal for the functioning of the Equipment;

WHEREAS, Public Contract Code section 20111(a)(1) requires the school district's governing board to let to the lowest responsible bidder any contracts for purchase of equipment, materials, supplies or services, except construction services, involving an expenditure of more than \$114,500, which is the annually adjusted competitive bid threshold for 2024;

WHEREAS, California law provides that "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage...the statute requiring competitive bidding does not apply." (*Hiller v. City of Los Angeles* (1961) 197 Cal. App. 2d 685, 694.); and

WHEREAS, it would be incongruous, futile, and unavailing for the District to advertise for bids, or initiate other authorized procurement methods, for procurement of the replacement Air Filters for the Equipment because the Vendor is the sole supplier of its Equipment as well as the replacement Air Filters, which are proprietary to the Vendor in the way they function within the Equipment's system.

NOW THEREFORE, the Board of Education of the Sacramento City Unified School District hereby resolves, determines, and finds the following:

Section 1. That the foregoing recitals are true.

Section 2. That, based on the foregoing, it would be incongruous, futile, and unavailing to publicly bid the procurement of the replacement Air Filters for the Equipment;

Section 3. In addition, it would not produce an advantage to the District, and would produce a net burden and distinct disadvantages to the District to publicly bid the procurement of the replacement Air Filters for the Equipment.

Section 4. That the District's Superintendent or designee is authorized to proceed with issuing a purchase order and/or executing an agreement with Vendor for the procurement of the replacement Air Filters for the Equipment, in the quantities and at the price indicated in **EXHIBIT A**, without advertising for or inviting bids, or to initiate any other procurement methodology, and to take all steps and perform all actions necessary to execute and implement such purchase order and/or agreement.

PASSED AND ADOPTED on this 15TH day of February, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Lavinia Grace Phillips, Board President

ATTEST: _____
Lisa Allen, Interim Superintendent

EXHIBIT A



Quotation

Created on	Quote#
12/16/2023	QU0-39

113 Corporate Blvd
Radford VA 24141
United States

Bill to:

Sacramento City Unified School District
5735 47th Avenue
Sacramento CA 95824
United States

Ship to:

Sacramento City Unified School District
2401 Aorin Road
Sacramento CA. 95822
United States

created by	Email	Expires on	FOB	Freight Terms	Payment Terms
crystal Mu1-ic;k	omusic1c:@oransi.com	1/5/2024	Destination	Prepay	Net30

Item	Quantity	Rate	Amount
RFMD MOD R place ent .Fliter	3,000	\$59.99	\$179,970.00
Bulk Discount			\$-8,998.50

Comments:

Lead-Time- 2-3 Days ARO

- Prices above do not include taxes. If Tax Exempt please provide a copy of the certificate.
- Taxes, Shipping and handling if applicable will be added to the Invoice.

Signature: _____ Date: _____

Printed Name: _____

Terms and Conditions: <https://oransi.com/pages/global-procurement-terms>

Product Warranty: <https://oransi.com/blogs/blog/warranty>

subtotal	\$170,971.50
Tax Total (8.75%)	\$15,747.38
Shipping Total	\$0.00
Total	\$186,718.88

EXHIBIT B

January 19, 2024



Sacramento City Unified School District
2401 Florin Road
Sacramento California 95822

To whom it may concern,

This letter certifies that Oransi LLC located at 113 Corporate Drive in Radford, Virginia is the sole source of the Mod Air Purifiers (SKU: MD01) and that the filters (SKU: RFMD) associated with the air purifiers are proprietary to the system with Oransi LLC being the sole source of the filters as well.

Please do not hesitate to contact me for any further information.

Best Regards,

Ben Barani
COO
113 Corporate Drive
Radford, VA 24141

A stylized, handwritten signature in black ink that reads "8--K".



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.11

Meeting Date: February 15, 2024

Subject: **Approve Resolution No. 3382 Authorization to Join Education Technology Joint Powers Authority (EdTech JPA) Pursuant to California Government Code 6500, et seq.**

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

Division: Business Services

Recommendation: Approve Resolution No. 3382 Authorizing Joining Education Technology Joint Powers Authority (EdTech JPA) Pursuant to California Government Code 6500, et seq.

Background/Rationale:

The Purchasing and Technology Services departments desires the Sacramento City Unified School District to become a member of the Education Technology Joint Powers Authority (EdTech JPA). The EdTech JPA acts as a procurement vehicle for technology goods and allows EdTech JPA Members to leverage contracts established through the Request for Proposal (RFP) process, thus alleviating Members' administrative costs and overhead.

Joint Powers Agency/Agreement (JPA) Government Code §6500, et seq. The Joint Exercise of Powers Act allows public agencies, ranging from the federal government to the smallest special district, to enter into an agreement with each other to jointly exercise a common power.

Financial Considerations:

No cost to join. Savings is anticipated due to the nature of consortium pricing.

LCAP Goal(s):

Documents Attached:

Resolution No. 3382 Authorizing to Join Education Technology Joint Powers Authority (EdTech JPA) Pursuant to California Government Code 6500, et seq.

Estimated Time of Presentation: _N/A

Submitted by: Janea Marking, Chief Business and Operations
Officer

Tina Alvarez-Bevens, Contract Analyst

Approved by: Lisa Allen, Interim Superintendent

RESOLUTION NO. 3382

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

**RESOLUTION OF THE BOARD OF EDUCATION
AUTHORIZING ADOPTING AND APPROVING THE ASSOCIATE MEMBERSHIP
AGREEMENT JOINING THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY**

WHEREAS, the Sacramento City Unified School District has been considering methods to better address the procurement costs, and pricing of its education software, and;

WHEREAS, other California public agencies, such as school districts, community colleges districts, and county offices of education who have also considered these issues have determined that there is a need to form a coalition of public districts to acquire education technology and services for use at their respective facilities, and;

WHEREAS, Title 1, Division 7, Chapter 5, Article 1, (Section 6500 et seq.) of the Government Code authorizes joint exercise by two or more public agencies of any power common to them, and;

WHEREAS, California law enables school districts, county superintendent of schools, community college districts, and joint power agencies to actively control procurement and privacy terms and to acquire educational software and services for use at their respective facilities, and to establish a coalition to accomplish those ends; and

WHEREAS, the Irvine Unified School District, Capistrano Unified School District, Fullerton Unified School District, Clovis Unified School District, El Dorado County Office of Education, San Juan Unified School District, and San Ramon Valley Unified School District have formed the Education Technology Joint Powers Authority (Ed Tech JPA), a California joint powers authority, and have agreed to be the Founding Members of Ed Tech JPA, and appointed their respective District's Chief Technology Officer, Chief Business Official, or person with equivalent duties and background, to serve as a member of the Ed Tech JPA Board; and

WHEREAS, the governing Board of Sacramento City Unified School District ("District") has considered the proposed Associate Member Agreement, a draft of which is attached hereto as **Exhibit "A"**, under which the District will become an associate member of Ed Tech JPA; and

WHEREAS, the District has determined that entering into an Associate Membership Agreement to avail the District to the benefits of the Ed Tech JPA, including obtaining legally compliant and economically priced technology services and products, as well as the financial, technical and professional development services to support the successful implementation of products and services purchased through Ed Tech JPA, is in the best interests of the District.

NOW, THEREFORE, the Board of Education of the Sacramento City Unified School District hereby finds, determines, declares, orders, and resolves as follows:

1. That the foregoing recitals are true.

2. The Governing Board of Sacramento City Unified School District hereby declares and formally approves its membership in Ed Tech JPA, a California Joint Powers Authority, and instructs its duly authorized agent to execute and deliver on its behalf any necessary or appropriate documents to carry out the intent of this resolution, including the Ed Tech JPA Associate Membership Agreement and any agreements necessary or appropriate to participate in Ed Tech JPA programs, attached hereto as **Exhibit "A."**

3. That it hereby authorizes the District's Superintendent and designees to take all further action necessary to otherwise carry out, give effect to, and comply with the terms and intent of this Resolution, including serving as authorized representative to the JPA.

ADOPTED AND APPROVED by the Board of Education of the Sacramento City Unified School District this 15th day of February 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Lavinia Grace Phillips, Board President

Attest:

By: _____
Lisa Allen, Interim Superintendent

EXHIBIT "A"

**ED TECH JPA
ASSOCIATE MEMBER AGREEMENT**

This Associate Member Agreement is made as of **February 15, 2024** (the “Effective Date”), by and between the Education Technology Joint Powers Authority ("Ed Tech JPA" “JPA”) and **Sacramento City Unified School District** (“Associate Member”).

RECITALS

WHEREAS, Articles 1 and 2, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, the Board of Trustees of Capistrano Unified School District, Irvine Unified School District, Clovis Unified School District, Fullerton School District, El Dorado County Office of Education, San Juan Unified School District, and San Ramon Valley Unified School District ("Founding Members") have executed a Joint Powers Agreement, formally establishing the Ed Tech JPA for the purpose of aggregating purchasing power and expertise to negotiate legally compliant and economically priced technology software agreements for procurement by its members; and

WHEREAS, Ed Tech JPA's Board issues requests for proposals (“RFPs”), evaluates proposals, and negotiates Master Agreements with vendors that meet minimum criteria established by the Ed Tech JPA's Founding Members; and

WHEREAS, Ed Tech JPA negotiates with Vendors to establish the general terms for the purchase of the Product ("Master Agreement") by current Ed Tech JPA members and by other “Eligible Entities” who elect to join the Ed Tech JPA; and

WHEREAS, Associate Members electing to use a Master Agreement will enter into a separate contract ("Purchase Agreement") with the Vendor; and

WHEREAS, **Sacramento City Unified School District** is an Eligible Entity with the power to contract and desires to become an Associate Member of Ed Tech JPA so that it may avail itself to the pricing, terms, and conditions leveraged by Ed Tech JPA; and

WHEREAS, a condition of joining the Ed Tech JPA is execution of this Associate Member Agreement; and

WHEREAS, if required, the Governing Board of **Sacramento City Unified School District** has reviewed the services available from the Ed Tech JPA and determined that the coordinated programs and services provided by Ed Tech JPA will result in benefits that are in the best interest of Associate Member.

NOW, therefore, for good and valuable consideration, the parties agree as follows.

ARTICLE 1: DEFINITIONS

“Associate Member” shall mean any Eligible Entity that has duly executed and delivered to the Ed Tech JPA an Associate Membership Agreement.

"Designated Representative" shall mean a member of the Associate Member's technology or business services department, or person with equivalent duties and background in education technology

procurement, who shall serve as the authorized representative to the JPA. The Designated Representative will be identified on the Associate Membership Application.

"Ed Tech JPA" shall mean the Education Technology Joint Powers Authority created pursuant to the Ed Tech JPA Agreement executed by its Founding Members.

"Eligible Entity" shall mean (a) all California public school districts, county offices of education, and community college districts, and (b) any other public agency in the United States whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as Ed Tech JPA.

"Founding Members" shall mean those public school districts, cities, counties, and other governmental units that are signatories to the Joint Powers Agreement and have a voting member serving on the JPA's Board of Directors.

"Implementation Plan" shall mean the mutually agreed upon contract fulfillment requirements established between Associate Member and Vendor for delivery of a product purchased pursuant to the JPA agreements, including timeline, infrastructure and data integration, testing, content creation, training and post-implementation support, and project evaluation.

"Master Agreement" shall mean an agreement entered into between Ed Tech JPA and Vendor following RFP selection process administered by Ed Tech JPA, setting forth the general terms for purchase of a Product.

"Purchase Agreement" shall mean an agreement, duly executed and approved by the Associate Member's authorized representative and, if required, approved by its governing board, entered into between Associate Member and Vendor, based on the same general terms and conditions as the Master Agreement.

"Vendor" shall mean an entity or firm selected for a Master Agreement after submitting a responsive proposal in compliance with the specifications following a RFP selection process, including meeting the essential requirements set forth by the Ed Tech JPA's Board.

ARTICLE 2: ASSOCIATE MEMBER POWERS, DUTIES, & RESTRICTIONS

2.1 Associate Member Status. The Sacramento City Unified School District is hereby made an Associate Member of the Ed Tech JPA for all purposes of the Joint Powers Authority Agreement and the Bylaws of the Ed Tech JPA, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the Associate Member and the Ed Tech JPA, the Associate Member shall be and remain an Associate Member of the Ed Tech JPA.

2.2 Term. Associate membership shall be for one (1) year, and shall automatically renew from year to year, on the same terms and conditions as the prior term, unless terminated sooner by either party.

2.3 Fees. Ed Tech JPA may make reasonable charges for its services rendered to Associate Members as set forth below.

2.3.1 Administrative Fee. The Ed Tech JPA receives an administrative fee (the "Administrative Fee") for each transaction, calculated as a small percentage of the gross invoiced amount (for some procurements a fixed fee applies) of any Purchase Agreement with Vendor. The administrative fee is used to cover overhead and administrative costs associated with conducting each product procurement and maintaining the JPA. Associate Member's payment to Vendors shall include the

Administrative Fee for each executed Purchase Agreement, and Vendor shall deliver the Administrative Fee to Ed Tech JPA. Once a Purchase Agreement has been fully executed by the Associate Member and the Vendor, the Administrative Fee is non-refundable under any circumstances.

2.3.2 Membership Fee. Currently, there is no cost to Associate Member to join the Ed Tech JPA. The JPA reserves the right, and Associate Member acknowledges such reservation, to assess a fee, (“Membership Fee”) to its Associate Members at an undetermined future date. In such event, Associate Members shall be provided advance written notice and be provided the opportunity to withdraw membership prior to assessment of the Membership Fee. Purchase Agreements executed prior to Associates Member’s withdrawal (if applicable), shall remain in effect through their natural termination and any extensions thereto, and the Administrative Fees associated with such Purchase Agreement(s) shall continue to be paid to Ed Tech JPA.

2.3.3 Audits. Ed Tech JPA will periodically audit Vendors, and Associate Members will cooperate in transaction reporting including, if requested, providing a copy of all executed Purchase Agreements to Ed Tech JPA within thirty (30) days of such request.

2.3.4 Product Research. Associate Member may browse products available for purchase and, if a suitable product is identified, Associate Member may enter into a Purchase Agreement directly with Vendor for that product. If a suitable product is not identified, Associate Members are free to solicit proposals and negotiate directly with a vendor not subject to a Master Agreement with the Ed Tech JPA.

2.3.5 Minimum Price. Associate Member acknowledges and agrees that the collective bargaining power of the Ed Tech JPA would be undermined if Associate Member used the terms and conditions obtained by the Ed Tech JPA to negotiate separately with Vendor for its own advantage. Associate Member agrees that it will not attempt to negotiate lower prices with a Vendor with a Master Agreement with the JPA. Notwithstanding the foregoing, Associate Member is free to solicit proposals and negotiate directly with a vendor not subject to a Master Agreement with the Ed Tech JPA. Consistent with this goal, and in order to provide Associate Members with assurances regarding advantageous pricing by purchasing through the JPA, Vendors are requested to provide a Minimum Price Guarantee (MPG), whereby the Vendor will not sell directly, or through a reseller, to Ed Tech JPA’s Eligible Entities (regardless of whether the Eligible Entity is an Associate Member of the Ed Tech JPA) for a lower price. The requirements of this Section do not apply to contracts in existence prior to the establishment of a Master Agreement between Vendor and Ed Tech JPA.

2.4 Designated Representative. Associate Member shall appoint a Designated Representative to serve as the primary contact with Ed Tech JPA. The Designated Representative should be a member of the Associate Member's technology or business services department, or person with equivalent duties and background in education technology procurement. Associate Member will be provided a single sign-on to access to Ed Tech JPA product information. The Designated Representative will be the custodian of Associate Member's credentials and is responsible for account security. The Designated Representative shall be authorized by the Associate Member's governing board, if required, to conduct due diligence in product selection, and develop an Implementation Plan with Vendors. The Designated Representative shall obtain authority from the Associate Member's governing board, if required, to negotiate and execute Purchase Agreements with Vendors. Purchase Agreements shall only be made for the direct use of Associate Member and not on behalf of any third party.

2.5 Proprietary/Confidential Materials. Associate Member acknowledges that proposals and other documents may contain proprietary and confidential information. Associate Member agrees to maintain documents in a responsible manner with security measures reflecting best practices. Associate Member

shall not share proposals submitted by vendors and documentation that may contain proprietary and confidential information with third-parties without prior written consent from the Vendor and Ed Tech JPA as applicable unless required to do so by law. In the event that a third-party requests confidential or proprietary information from Associate Member, Associate Member shall notify Vendor and Ed Tech JPA in writing so that Vendor/Ed Tech JPA may assist Associate Member to redact proprietary information prior to disclosing the requested information.

2.6 Restrictions. An Associate Member shall not be entitled to representation on the Board of Directors or to vote on any matter coming before the Board of Directors or the Ed Tech JPA. However, an Associate Member shall be entitled to participate in all programs and other undertakings of the Ed Tech JPA.

2.7 Withdrawal. An Associate Member may withdraw from membership in the Ed Tech JPA upon thirty (30) days advance written notice to the Ed Tech JPA. No such withdrawal, however, shall relieve such Associate Member from its obligations under any outstanding Purchase Agreements relating to the Ed Tech JPA. Effective immediately upon withdrawal, Associate Members shall not have access to Ed Tech JPA Master Agreements and other documentation, or be entitled to participate in the other programs of Ed Tech JPA.

2.8 Independent Vendor Selection. Ed Tech JPA does not warrant that the products available will be suitable for the specific needs of individual Associate Members. Associate Member agrees to conduct its own due diligence in compliance with all applicable state and federal laws, as well as the requirements of Associate Member's local procurement rules and regulations. Associate Member is solely responsible for determining suitability of product and compliance with local, state and federal procurement rules prior to entering into any Purchase Agreement with a Vendor.

2.9 Compliance with Laws. Ed Tech JPA's Master Agreements follow bidding and procurement procedures established by the California Public Contract Code and the local body overseeing each respective Founding Member. Associate Member has access to all the contract documentation prepared by Ed Tech JPA and is responsible for compliance with any additional or varying laws and regulations governing its purchases. Associate Member acknowledges that purchases made with federal funds may be subject to additional requirements. Associate Member is encouraged to seek approval from its own local agency(s) before entering into a Purchase Agreement with a Vendor.

Master Agreements are available to Associate Members "as is". Ed Tech JPA is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of an Associate Member. Associate Members are permitted to negotiate directly with the Vendor and agree to additional terms and conditions that are separate from the base price.

Associate Member acknowledges and agrees that it is solely responsible for (a) completing due diligence regarding the suitability of Vendor, including using price as a significant factor, and (b) prior to executing a Purchase Agreement, working directly with the Vendor to establish a suitable Implementation Plan for contract fulfillment. An Associate Member is not bound to a purchase until it has obtained approval from its governing board, if required, and executed the Purchase Agreement with the Vendor for the Product. Associate Member acknowledges that Vendor is not bound to provide products and/or services prior to execution of the Purchase Agreement.

2.10 Liabilities. The debts, liabilities and obligations of the Associate Member shall be the debts, liabilities or obligations of the Associate Member alone and not of the Ed Tech JPA or its membership. There shall be no joint and several liabilities between Ed Tech JPA and Associate Member. Notwithstanding any other provision of this Agreement, in no event, shall Ed Tech JPA be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not

limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

2.11 Release. Associate Member acknowledges that Ed Tech JPA is not a party to any Purchase Agreement between the Associate Member and the Vendor. Associate Member is solely responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and providing payment. Any dispute which may arise from Associate Member's participation in Purchase Agreement shall be resolved between the Associate Member and the Vendor. Associate Member will not seek remedy from Ed Tech JPA for issues arising from a Purchase Agreement and hereby waives and releases Ed Tech JPA from all possible claims.

2.12 Reservation of Rights. Ed Tech JPA reserves the right to cancel the whole or any part of this Agreement due to failure by the Associate Member to carry out any obligation, term or condition of the Agreement, including, failure to follow the established procedure for purchase orders, invoices and receipt of funds, and failure to pay.

2.13 Indemnification. Associate Member agrees to defend, indemnify and hold the Ed Tech JPA, its Board of Directors and its Founding Members, as well as all of their respective officers, employees and agents, free and harmless from any claims, liabilities, costs, penalties, or interest arising out of Associate Member's procurement or purchase of goods and services through Ed Tech JPA..

2.14 Amendments. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

2.15 Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California.

2.16 Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

2.17 Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Sacramento City Unified School District

Education Technology JPA

By: _____

Name: **Janea Marking**

Title: Chief Business and Operations Officer

Date: _____

By: _____

Name: Brianne Ford

Title: President

Date: _____



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1m

Meeting Date: February 15, 2024

Subject: Approve CCTR Continued Funding Application for Fiscal Year (FY) 2024-2025

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

Division: Early Learning and Care

Recommendation: Request to approve the submission of the Continued Funding Application (CFA) to the California Department of Social Services (CDSS) for the General Child Care and Development Programs (CCTR) for fiscal year (FY) 2024-2025.

Background/Rationale: Contractors who currently hold a General Child Care and Development Program (CCTR) contract and request to be considered for continued funding for the fiscal year (FY) 2024-2025 must complete an application for funding

Financial Considerations: SCUSD offers CCTR programs, which is about \$1.1 million in revenue. Applying for continued funding will provide children and families more opportunities and access to high-quality educational services.

LCAP Goal(s):

- Goal 1: College Career Readiness
- Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students
- Goal 3: Integrated Supports
- Goal 4: Culture and Climate – Dismantling Systems
- Goal 6: Implementation of MTSS/Data-Based Decision Making
- Goal 8: Basic Services and Districtwide Operations/Supports

Documents Attached:

1. CCTR Continued Funding Application and supporting documentation

Estimated Time of Presentation: N/A

Submitted by: Yvonne Wright, Chief Academic Officer

E'leva Hughes Gibson, Assistant Superintendent

Approved by: Lisa Allen, Interim Superintendent

CONTINUED FUNDING APPLICATION FISCAL YEAR 2024-25

1. Introduction

Contractors who wish to be considered for continued funding for Fiscal Year (FY) 2024-25 must read the accompanying instructions and fully and accurately complete this application for continued funding. Please note that contractors have no vested right to a subsequent contract. Failure to respond to this application by the noted due date shall constitute notice to the Child Care and Development Division (CCDD) of the intent to discontinue services at the end of the current contract year unless the contractor has received a written notice of extension of time from the CCDD. If this application is returned to the CCDD by the due date, but is not fully and accurately completed, continued funding for FY 2024-25, may not be awarded, or funding may be delayed. Completion of this Continued Funding Application (CFA) does not guarantee a renewal of funding. Any contractors who are approved for continued funding will be expected to execute a contract with the California Department of Social Services (CDSS) and comply with all applicable federal and state laws as well as all Funding Terms and Conditions and applicable Program Requirements Incorporated into the contract.

If your agency does not intend to continue their contract, please contact your Program Quality and Improvement (PQI) Assigned Consultant. Instructions on how to relinquish your contract can be found on the main [CFA web page](#).

Instructions to complete this application may be accessed on the Child Care and Development [CFA web page](#).

Select Next at the bottom of the screen to begin the application.

2. Section I – Contractor Information

1. Legal Name of Contractor

Sacramento City Unified School District

2. Contractor "Doing Business As" (DBA)

3. Headquartered County

Sacramento

4. Vendor Number

6743

5. Contact Person Completing Application

The Contact Person listed below will be the point of contact for the CDSS if there are any questions regarding this Continued Funding Application.

Full Name

Sherrell Peterson

Title

Child Development Program Technician

Telephone Number (999-999-9999)

916-643-7853

Email Address

Sherrell-Peterson@scusd.edu

6. Executive Director Information

Full Name

Lisa Allen

Telephone Number (999-999-9999)

916-643-9010

Email Address

Lisa-Allen@scusd.edu

7. Program Director Information

Full Name

E'Leva Hughes-Gibson

Telephone Number (999-999-9999)

916-643-7801

Email Address

eleva-gibson@scusd.edu

8. Legal Business Address

Street Address

5735 47th Avenue

City

Sacramento

Zip Code

95824

9. Mailing Address (if different from above)

Street Address

City

Zip Code

10. Recipients of Federal funding must be registered and be active in SAM.gov. Please provide your SAM.gov unique ID number.

<https://sam.gov/content/home>

CVE6DSDKVX25

3. Section II – Contract Types

Check all applicable boxes indicating the programs the contractor intends to continue to administer for FY 2024-25. The contractor agrees to continue implementation of these programs with funds provided by the CDSS.

11. Center-Based Programs:

- General Child Care and Development (CCTR) – Birth to Age 3
- General Child Care and Development (CCTR) – Three and Four-Year-Olds
- General Child Care and Development (CCTR) – TK through Age 13

12. Alternative Payment Programs:

Not applicable

13. Other Programs:

Not applicable

14. For informational purposes only, please indicate if your agency has one of the following programs:

Not applicable

4. Section III – Contractor’s Officers and Board of Directors Information

15. Does the contractor have a board of directors, board of trustees, board of education, or any other governing board?

Yes

16. List all officers and board members/governing individuals (i.e., owner, director, etc.)

Click “Add Another Officer, Board Member, Owner or Governing Individual” as necessary.

First Name

Chinua

Last Name

Rhodes

Title

2nd Vice President, Area 5

Telephone Number (999-999-9999)

916-643-9314

Email Address

chinua-rhodes@scusd.edu

Address

5735 47th Avenue Sacramento, CA 95824

Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

No

First Name

Lavinia

Last Name

Grace Phillips

Title

President, Board of Education, Area 7

Telephone Number (999-999-9999)

916-643-9314

Email Address

Lavinia-Phillips@scusd.edu

Address

5735 47th Avenue Sacramento, CA 95824

Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

No

First Name

Jasjit

Last Name

Singh

Title

1st Vice President, Area 2

Telephone Number (999-999-9999)

916-643-9314

Email Address

Jasjit-Singh@scusd.edu

Address

5735 47th Avenue Sacramento, CA 95824

Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

No

First Name

Tara

Last Name

Jeane

Title

Member, Area 1

Telephone Number (999-999-9999)

916-643-9314

Email Address

Tara-Jeane@scusd.edu

Address

5735 47th Avenue Sacramento, CA 95824

Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

No

First Name

Christina

Last Name

Pritchett

Title

Member, Area 3

Telephone Number (999-999-9999)

916-643-9314

Email Address

Christina-Pritchett@scusd.edu

Address

5735 47th Avenue Sacramento, CA 95824

Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

No

First Name

Jamee

Last Name

Villa

Title

Member, Area 4

Telephone Number (999-999-9999)

916-643-9314

Email Address

Jamee-Villa@scusd.edu

Address

5735 47th Avenue Sacramento, CA 95824

Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

No

First Name

Taylor

Last Name

Kayatta

Title

Member, Area 6

Telephone Number (999-999-9999)

916-643-9314

Email Address

Taylor-Kayatta@scusd.edu

Address

5735 47th Avenue Sacramento, CA 95824

Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

No

5. Section IV – Board Resolution

17. Please make one selection:

My agency does not yet have either of the required approvals referenced in the above selection but will be able to obtain the necessary documents prior to the FY 2024-25 contract's execution.

18. Please upload a copy of your upcoming board agenda showing that approval of the FY 2024-25 CFA is an agenda item at your upcoming board meeting.

6. Section V – Subcontractor Certification

19. The following types of contracts operate with the use of subcontractors (check all that apply). For each contract type selected, submit a separate Subcontract Certification form [CCD 30B](#) (upload the file in Section IX). The form is available on the [CFA web page](#).

Not applicable – Sacramento City Unified School District does not subcontract any of its programs.

20. By providing a signature at the end of this section, I certify that all of the above subcontractor certification information is true.

Signature of Contractor's Authorized Representative

Signature of: E'leva Hughes-Gibson

Title of Contractor's Authorized Representative

Assistant Superintendent

Date of Signature

02/07/2024

Authorized Representative's Telephone Number (999-999-9999)

916-643-7801

Authorized Representative's Email Address

eleva-gibson@scusd.edu

7. Section VI – Contractor Certifications

INSTRUCTIONS: Please indicate “Yes” or “No” to the following as they apply to your agency. By providing a signature at the end of this section, the signer certifies and understands the following:

Personnel Certification

Applies only to agencies who are Center-Based Programs and Family Child Care Home Education Networks.

The State of California requires any contractor receiving child care and development funds, disbursed by the CDSS to employ fully qualified personnel as stipulated in California Education Code (EC); California Code of Regulations, Title 5 (5 CCR); and Funding Terms and Conditions.

I certify, as the authorized agent representing this contractor, that I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher as stipulated in Welfare and Institution Code (W&IC), EC, 5 CCR, and Funding Terms and Conditions. All child care staff employed in CDSS funded program(s) are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the CCDD.

21. I am a Center-Based Program or a Family Child Care Home Education Network.

Yes

Contractors with Subcontracts

Applies only to agencies with subcontracts.

I certify that the contractual arrangement(s) listed in Section IV – Subcontract Certification are made in adherence to the required subcontract provisions contained in the 5 CCR, and the Funding Terms and Conditions.

I understand that signing this certificate does not lessen the legal responsibility for the child care and development service contract requirements. As the contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.

I understand the subcontracting requirements, including competitive bidding, CDSS approval, and audit requirements in 5 CCR section 18026 et. seq.

22. I subcontract part of my subsidized funding.

No

Board of Directors

Applies only to agencies with a Board of Directors.

I am authorized by the Contractor's Board of Directors or other governing authority to execute this CFA.

On behalf of the Contractor and its governing authority, we understand some information requested in this application is intended for use by CDSS auditors in connection with future audit work and performance reviews and may not be used or even reviewed or considered by the CDSS until well after the contract has expired, if ever. Therefore, we further understand that the information (and any underlying transactions) disclosed by this Application shall not be considered properly noticed to the CDSS nor approved, accepted or authorized by the CDSS, even if our request for continued funding by the CDSS is subsequently approved.

The governing board members have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.

23. I have a board of directors or other governing authority to execute this CFA.

Yes

Program and Fiscal Operations

Applies to all applying agencies.

I have supervisory authority over the child development program, have actual, personal knowledge of the information provided in this Application and certify that it is true and correct in all material respects.

I am familiar with and will ensure that the Contractor complies with all applicable program requirements, statutes, and regulations, including: Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm's length, and (ii) employment limitations stated in W&IC 10399. All audit and fiscal requirements and I take full responsibility for obtaining the required financial and compliance audits for my subcontractor(s).

All subcontractors' audits and fiscal reporting and submission requirements.

All audits and fiscal requirements for subcontractors and I am aware that not meeting reporting timelines can result in apportionment withholding unless an extension is granted.

Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in 5 CCR section 18033 et. seq.

Accounting and reporting requirements in 5 CCR section 18063 et. seq.

Operational and programmatic requirements.

24. By providing a signature at the end of this section, I certify that all of the above information in this section is true.

Signature of Contractor's Authorized Representative



Signature of: Elevation Hughes-Gibson

Title of Contractor's Authorized Representative

Assistant Superintendent

Date of Signature

02/07/2024

Authorized Representative's Telephone Number (999-999-9999)

916-643-7801

Authorized Representative's Email Address

eleva-gibson@scusd.edu

8. Section VII – Certification of Contractor Information in the CDMIS

25. Contractors are required to review all information in the Child Development Management Information System (CDMIS) and update any outdated information. To review the information and submit changes, log on to the [CDMIS](#).

By checking the box below, I certify, as the authorized representative of the agency listed below, I have reviewed all the information for Sacramento City Unified School District and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

Executive Director/Superintendent information

Program Director information

Sites and Licenses and/or Office information

Family Child Care Home summary information

To the best of my knowledge, the information on the CDMIS Web site reflects accurate information for Sacramento City Unified School District as of the date this certification was signed.

26. By providing a signature at the end of this section, I certify that the above requirements have been met by my agency.

Signature of Program Director/Authorized Representative



Signature of: Eleva Hughes-Gibson

Date Signed

02/07/2024

9. Section VIII – Contract Requirements

27. Are you a public agency

Yes – My organization is a city, county, special district, school district, community college district, county superintendent of schools, or a federal agency.

28. Do you represent a K-12 school or a K-12 school district?

Yes

10. Section IX – Required Contract Attachments

All attachments must be completed and uploaded to the application. For your convenience, links to the required forms are provided below. These links are also located on the [CFA web page](#). Please download, complete, and save a copy of each form for your records.

29. [Fiscal Year 2024-25 Program Calendar \(CCD 33\)](#)

Required for all contractors. Complete one calendar for each contract type and upload below.

[CCD33_2024-25_CCTR.pdf](#)

Has the Minimum Days of Operation (MDO) changed from the previous year's Program Calendar?

No

30. Verification of School District Name and Address: [California School Directory](#)

Required for all school districts. Save the contractor's information page and upload below.

[California_School_Directory.pdf](#)

11. Section X – Self-Certifications

Check the boxes to self-certify that your agency meets the requirements below.

31. Contractors must self-certify that they are not listed as a delinquent tax payor on the Franchise Tax Board's [Corporate Income Tax List Top 500 Tax Delinquencies](#).

By checking this checkbox, the applicant certifies that their agency meets this requirement.

32. Contractors must self-certify that they are not listed as a delinquent tax payor on the Department of Tax & Fee Administration's [Top 500 Sales & Use Delinquencies in California](#).

By checking this checkbox, the applicant certifies that their agency meets this requirement.

33. Contractors must self-certify that they are not on the list of sanctioned entities in response to Russian Aggression in Ukraine. Contractors may search the U.S. Treasury's [Office of Foreign Assets Control Sanctions List Search](#)

By checking this checkbox, the applicant certifies that their agency meets this requirement.

12. Section X – Self-Certifications (Cont'd)

34. Federal Certifications

Check the box at the end of the page to self-certify that your agency meets the requirements below.

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Social Services determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application 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 public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

- (1) The danger of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

(a) As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W.(Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

By checking this checkbox, the applicant certifies that their agency will comply with the above certifications.

13. Section X – Self-Certifications (Cont'd)

35. Contractor Certification Clauses

Check the box at the end of the page to self-certify that your agency meets the requirements below.

STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

(b) Establish a Drug-Free Awareness Program to inform employees about:
(1) the dangers of drug abuse in the workplace;
(2) the person's or organization's policy of maintaining a drug-free workplace;
(3) any available counseling, rehabilitation and employee assistance programs; and,
(4) penalties that may be imposed upon employees for drug abuse violations.

(c) Every employee who works on the proposed Agreement will:
(1) receive a copy of the company's drug-free workplace policy statement; and,
(2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003. Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT: All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

(a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

(b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods

or services.

Former State Employees (Pub. Contract Code §10411):

(a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

(b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

(c) If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

(d) Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA: When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

"Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

By checking this checkbox, the authorized representative certifies under penalty of perjury that they are duly authorized to legally bind the prospective contractor to the clause(s) listed above. This certification is made under the laws of the State of California.

14. Review

Would you like to receive a copy of your responses for review purposes prior to submitting your application?

If you select "Yes" and click "Next," an email will your current responses (attached as a PDF) will be sent to this email address: Sherrell-Peterson@scusd.edu.

Yes

15. Submission Page

Signature Check: Please ensure that the following sections are complete prior to submitting the application.

36. Section IV – Board Resolution

37. Section V – Subcontractor Certification

38. Section VI – Contractor Certifications

39. Section VII - Certification of Contractor Information in the Child Development Management Information System (CDMIS) Database

By signing this CFA, Sacramento City Unified School District is indicating that it wishes to automatically renew the current contract for FY 2024-25 and, if approved, is willing to, and does accept, all terms and conditions of the contract, which will be provided to the contractor no later than July 1, 2024. The Sacramento City Unified School District may reject the FY 2024-25 contract by providing the CDSS with a written notice of rejection no later than June 30, 2024.

Contractors that wish to reject the terms of the FY 2024-25 contract must provide written notice that the terms of the contract are rejected by emailing ChildCareContracts@dss.ca.gov and their [Program Quality and Improvement Assigned Consultant](#) on or before June 30, 2024. The email should come from the Executive Director/Superintendent of the contracting entity or their authorized representative and state that the terms of the FY 2024-25 contract, if applicable, are rejected. Contractors providing such notice to the CDSS of the rejection of the terms of the contract(s) will not have a contract(s) in effect for FY 2024-25.

40. Final Signature

AGREEMENT: By signing this application electronically, I, the authorized designee, agree that my electronic signature is the legally binding equivalent to my handwritten signature.

Signature of the Contractor's Authorized Representative



Signature of: E'leva Hughes Gibson

Title of Contractor's Authorized Representative

Date of Signature 2/7/2024

Authorized Representative's Telephone Number (999-999-9999)

Authorized Representative's Email Address



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 14.1

Meeting Date: February 15, 2024

Subject: Business and Financial Information: Enrollment and Attendance Report, Month 4, Ending Friday, December 15, 2023

- 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 4, Ending Friday, December 15, 2023

Financial Considerations: Reflects standard business information.

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

Documents Attached:

Enrollment and Attendance Report for Month 4, Ending Friday, December 15, 2023

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Interim Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ENROLLMENT AND ATTENDANCE REPORT
MONTH 4, ENDING FRIDAY, DECEMBER 15, 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				2023-2024 Actual Attendance	Cum Attd Days /70 2023-2024	PERCENTAGE 2023-2024
A M Winn Elementary K-8 Waldorf	39	105	130	22	296	92.31%	277.06	93.71%	
Abraham Lincoln El	62	210	236	1	509	88.78%	465.87	92.03%	
Alice Birney Waldorf-Inspired K8	47	138	168	2	355	93.58%	335.54	94.71%	
Bret Harte Elementary	25	72	55	41	193	89.15%	167.86	91.55%	
Caleb Greenwood	66	200	221	2	489	94.52%	468.16	96.11%	
Camellia Basic Elementary	44	132	147	18	341	95.03%	330.59	96.57%	
Capital City School	6	31	60	0	97	94.55%	95.41	95.94%	
Caroline Wenzel Elementary	38	70	81	14	203	87.94%	187.63	90.34%	
Cesar Chavez ES	0	0	358	19	377	92.94%	354.43	94.12%	
Crocker/Riverside Elementary	83	282	270	2	637	93.93%	604.69	95.56%	
David Lubin Elementary	46	185	177	31	439	93.97%	414.71	94.87%	
Earl Warren Elementary	47	157	179	9	392	92.87%	369.93	94.35%	
Edward Kemble Elementary	100	332	0	15	447	91.34%	413.11	92.99%	
Elder Creek Elementary	79	319	335	6	739	91.76%	684.43	93.85%	
Ethel I Baker Elementary	71	271	256	2	600	88.17%	543.56	91.30%	
Ethel Phillips Elementary	46	187	171	9	413	91.71%	385.66	92.68%	
Father Keith B Kenny K-6 School	24	81	108	20	233	88.66%	213.30	90.21%	
Genevieve Didion Elementary	67	205	199	4	475	95.37%	457.87	96.14%	
Golden Empire Elementary	48	191	187	4	430	93.21%	405.57	94.19%	
H W Harkness Elementary	37	89	126	6	258	91.54%	239.51	93.11%	
Hollywood Park Elementary	27	77	101	39	244	92.70%	224.36	93.28%	
Home/Hospital	6	22	23	0	51	100.00%	12.04	100.00%	
Hubert H. Bancroft Elementary	47	168	146	20	381	89.90%	345.73	92.01%	
Isador Cohen Elementary	40	140	98	30	308	92.44%	284.57	93.14%	
James W Marshall Elementary	45	125	131	35	336	91.23%	313.43	93.33%	
John Bidwell Elementary	30	117	95	13	255	89.60%	239.50	92.43%	
John Cabrillo Elementary	51	123	126	39	339	88.67%	309.21	91.25%	
John D Sloat Elementary	26	78	96	19	219	89.90%	194.89	90.87%	
John H. Still K-8	64	164	214	2	444	89.21%	398.03	92.14%	
John Morse Therapeutic Center	0	0	0	5	5	89.86%	3.20	86.15%	
Leataata Floyd Elementary	24	93	92	1	210	86.71%	184.40	87.95%	
Leonardo da Vinci K - 8 School	95	284	293	20	692	94.77%	663.17	95.67%	
Mark Twain Elementary	24	88	99	23	234	90.92%	215.20	92.29%	
Martin Luther King Jr Elementary	48	120	114	27	309	88.89%	278.69	91.92%	
Matsuyama Elementary	54	169	209	8	440	93.38%	415.19	94.96%	
Nicholas Elementary	55	203	215	11	484	89.89%	443.47	91.72%	
O W Erlewine Elementary	38	91	127	22	278	90.08%	255.53	91.96%	
Oak Ridge Elementary	48	177	199	2	426	89.06%	386.51	91.13%	
Pacific Elementary	91	253	291	5	640	90.44%	580.61	92.36%	
Parkway Elementary School	61	164	180	22	427	85.04%	382.97	88.00%	
Phoebe A Hearst Elementary	89	285	283	1	658	95.78%	635.59	96.60%	
Pony Express Elementary	31	141	166	15	353	92.10%	329.54	94.03%	
Rosa Parks K-8 School	37	137	137	14	325	89.98%	288.01	90.90%	
Sequoia Elementary	59	170	161	23	413	89.20%	376.41	91.44%	
Success Academy K-8	0	0	5	0	5	76.00%	3.29	76.92%	
Susan B Anthony Elementary	36	136	121	3	296	93.61%	283.53	95.34%	
Sutterville Elementary	39	145	191	7	382	95.14%	363.70	95.48%	
Suy:u Elementary	46	156	177	24	403	92.15%	368.87	93.15%	
Tahoe Elementary	38	110	92	40	280	91.77%	257.51	92.34%	
Theodore Judah Elementary	50	167	179	13	409	91.39%	381.83	93.60%	
Washington Elementary	42	129	112	19	302	91.79%	274.74	92.47%	
William Land Elementary	48	139	139	0	326	94.47%	312.71	94.70%	
Woodbine Elementary	36	119	100	21	276	88.95%	243.93	90.96%	
TOTAL ELEMENTARY SCHOOLS	2,400	7,747	8,176	750	19,073	91.60%	17,665.25	93.26%	
Change from prior month				-9	-17				

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 4, ENDING FRIDAY, DECEMBER 15, 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			2023-2024 Actual Attendance	Cum Attd Days/70	PERCENTAGE 2023-2024
							2023-2024	
A M Winn Elementary K-8 Waldorf	35	33	68	2	70	89.52%	64.51	91.09%
Albert Einstein MS	282	310	592	14	606	91.51%	564.20	92.87%
Alice Birney Waldorf-Inspired K8	46	55	101	1	102	93.86%	95.86	93.86%
California MS	340	400	740	16	756	90.21%	696.97	92.30%
Capital City School	23	34	57	0	57	89.04%	52.23	89.54%
Fern Bacon MS	300	314	614	26	640	90.84%	597.66	92.41%
Genevieve Didion Elementary	56	58	114	0	114	96.14%	110.84	96.91%
Home/Hospital	19	15	34	0	34	100.00%	6.61	100.00%
John H. Still K-8	134	145	279	13	292	91.30%	266.97	92.27%
John Morse Therapeutic Center	0	0	0	13	13	86.49%	10.73	86.72%
Leonardo da Vinci K - 8 School	61	42	103	11	114	94.42%	106.01	95.30%
Miwok MS	638	523	1,161	17	1,178	94.10%	1117.97	94.74%
Rosa Parks K-8 School	195	212	407	16	423	88.96%	383.87	90.62%
Sam Brannan MS	172	160	332	39	371	89.55%	341.01	90.55%
School of Engineering and Science	125	116	241	2	243	96.00%	230.37	95.19%
Success Academy K-8	5	10	15	0	15	81.78%	6.53	84.79%
Umoja International Academy	128	158	286	13	299	87.70%	272.19	89.72%
Will C Wood MS	321	314	635	42	677	90.10%	618.80	92.58%
TOTAL MIDDLE SCHOOLS	2,880	2,899	5,779	225	6,004	91.41%	5,543.34	92.75%
Change from prior month				-3	-3			

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 4, ENDING FRIDAY, DECEMBER 15, 2023
 TRADITIONAL SCHOOLS

DISTRICT TOTALS	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
		2023-2024 Actual Attendance	Cum Attd Days/70	PERCENTAGE 2023-2024
			2023-2024	
ELEMENTARY	19,073	91.60%	17,665	93.26%
MIDDLE	6,004	91.41%	5,543	92.75%
HIGH SCHOOL	11,011	88.86%	9,830	91.21%
TOTAL ALL DISTRICT SEGMENTS	36,088	90.74%	33,038	92.55%

Total Non-Public Schools as of 12/15/2023	231
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Non-Public change from prior month	-3
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 3, ENDING FRIDAY, NOVEMBER 17, 2023
 ADULT EDUCATION SCHOOLS

ADULT EDUCATION	ENROLLMENT	HOURS EARNED			2023-2024 CUMULATIVE ADA		
		CONCURRENT	OTHER	TOTAL	CONCURRENT	OTHER	TOTAL
A. Warren McClaskey Adult Center	198	0	7,617.00	7,617.00	0	98.01	98.01
Charles A. Jones Career & Education Center	276	0	7,827.17	7,827.17	0	101.43	101.43
TOTAL ADULT EDUCATION	474	0	15,444.17	15,444.17	0	199.44	199.44

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 4, ENDING FRIDAY, DECEMBER 15, 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	39	34	35	36	49	31	50	274
Abraham Lincoln El	62	74	72	64	76	78	82	508
Alice Birney Waldorf-Inspired K8	47	43	47	48	58	60	50	353
Bret Harte Elementary	25	25	24	23	14	19	22	152
Caleb Greenwood	66	57	79	64	71	82	68	487
Camellia Basic Elementary	44	48	42	42	40	52	55	323
Capital City School	6	14	7	10	14	15	31	97
Caroline Wenzel Elementary	38	25	24	21	25	30	26	189
Cesar Chavez ES	0	0	0	0	125	113	120	358
Crocker/Riverside Elementary	83	95	90	97	98	83	89	635
David Lubin Elementary	46	47	68	70	52	63	62	408
Earl Warren Elementary	47	48	48	61	60	62	57	383
Edward Kemble Elementary	100	101	118	113	0	0	0	432
Elder Creek Elementary	79	108	99	112	112	114	109	733
Ethel I Baker Elementary	71	94	91	86	98	73	85	598
Ethel Phillips Elementary	46	70	53	64	63	57	51	404
Father Keith B Kenny K-8 School	24	23	33	25	30	45	33	213
Genevieve Didion Elementary	67	70	65	70	66	66	67	471
Golden Empire Elementary	48	62	58	71	61	65	61	426
H W Harkness Elementary	37	40	23	26	37	43	46	252
Hollywood Park Elementary	27	22	35	20	27	33	41	205
Home/Hospital	6	3	10	9	4	11	8	51
Hubert H. Bancroft Elementary	47	48	66	54	64	42	40	361
Isador Cohen Elementary	40	43	48	49	32	33	33	278
James W Marshall Elementary	45	40	47	38	41	55	35	301
John Bidwell Elementary	30	34	37	46	38	27	30	242
John Cabrillo Elementary	51	47	33	43	43	39	44	300
John D Sloat Elementary	26	30	24	24	38	29	29	200
John H. Still K-8	64	48	55	61	64	84	66	442
John Morse Therapeutic Center	0	0	0	0	0	0	0	0
Leataata Floyd Elementary	24	24	33	36	31	24	37	209
Leonardo da Vinci K - 8 School	95	96	94	94	96	99	98	672
Mark Twain Elementary	24	23	34	31	33	33	33	211
Martin Luther King Jr Elementary	48	43	38	39	51	29	34	282
Matsuyama Elementary	54	49	63	57	70	63	76	432
Nicholas Elementary	55	69	68	66	65	79	71	473
O W Erlewine Elementary	38	24	33	34	34	48	45	256
Oak Ridge Elementary	48	47	69	61	72	66	61	424
Pacific Elementary	91	78	97	78	97	84	110	635
Parkway Elementary School	61	68	47	49	68	62	50	405
Peter Burnett Elementary	89	96	93	96	97	96	90	657
Phoebe A Hearst Elementary	31	45	48	48	55	54	57	338
Pony Express Elementary	37	42	46	49	45	39	53	311
Rosa Parks K-8 School	59	56	56	58	46	63	52	390
Sequoia Elementary	0	0	0	0	0	0	5	5
Success Academy K-8	36	41	53	42	38	44	39	293
Susan B Anthony Elementary	39	45	47	53	66	63	62	375
Sutterville Elementary	46	46	52	58	58	61	58	379
Tahoe Elementary	38	50	33	27	33	29	30	240
Theodore Judah Elementary	50	68	50	49	54	60	65	396
Washington Elementary	42	35	46	48	48	32	32	283
William Land Elementary	48	47	45	47	38	54	47	326
Woodbine Elementary	36	38	39	42	38	35	27	255
TOTAL	2,400	2,523	2,615	2,609	2,733	2,721	2,722	18,323

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
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ELEMENTARY	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	296	1,301	19,394	20,695	93.71%
Abraham Lincoln El	509	2,826	32,611	35,437	92.03%
Alice Birney Waldorf-Inspired K8	355	1,311	23,488	24,799	94.71%
Bret Harte Elementary	193	1,085	11,750	12,835	91.55%
Caleb Greenwood	489	1,326	32,771	34,097	96.11%
Camellia Basic Elementary	341	822	23,141	23,963	96.57%
Capital City School	97	283	6,679	6,962	95.94%
Caroline Wenzel Elementary	203	1,405	13,134	14,539	90.34%
Cesar Chavez ES	377	1,549	24,810	26,359	94.12%
Crocker/Riverside Elementary	637	1,969	42,328	44,297	95.56%
David Lubin Elementary	439	1,571	29,030	30,601	94.87%
Earl Warren Elementary	392	1,551	25,895	27,446	94.35%
Edward Kemble Elementary	447	2,181	28,918	31,099	92.99%
Elder Creek Elementary	739	3,139	47,910	51,049	93.85%
Ethel I Baker Elementary	600	3,624	38,049	41,673	91.30%
Ethel Phillips Elementary	413	2,132	26,996	29,128	92.68%
Father Keith B Kenny K-6 School	233	1,621	14,931	16,552	90.21%
Genevieve Didion Elementary	475	1,288	32,051	33,339	96.14%
Golden Empire Elementary	430	1,751	28,390	30,141	94.19%
H W Harkness Elementary	258	1,241	16,766	18,007	93.11%
Hollywood Park Elementary	244	1,132	15,705	16,837	93.28%
Home/Hospital	51	0	843	843	100.00%
Hubert H. Bancroft Elementary	381	2,103	24,201	26,304	92.01%
Isador Cohen Elementary	308	1,468	19,920	21,388	93.14%
James W Marshall Elementary	336	1,567	21,940	23,507	93.33%
John Bidwell Elementary	255	1,373	16,765	18,138	92.43%
John Cabrillo Elementary	339	2,075	21,645	23,720	91.25%
John D Sloat Elementary	219	1,371	13,642	15,013	90.87%
John H. Still K-8	444	2,377	27,862	30,239	92.14%
John Morse Therapeutic Center	5	36	224	260	86.15%
Leataata Floyd Elementary	210	1,769	12,908	14,677	87.95%
Leonardo da Vinci K - 8 School	692	2,100	46,422	48,522	95.67%
Mark Twain Elementary	234	1,259	15,064	16,323	92.29%
Martin Luther King Jr Elementary	309	1,715	19,508	21,223	91.92%
Matsuyama Elementary	440	1,544	29,063	30,607	94.96%
Nicholas Elementary	484	2,804	31,043	33,847	91.72%
O W Erlewine Elementary	278	1,563	17,887	19,450	91.96%
Oak Ridge Elementary	426	2,632	27,056	29,688	91.13%
Pacific Elementary	640	3,362	40,643	44,005	92.36%
Parkway Elementary School	427	3,654	26,808	30,462	88.00%
Phoebe A Hearst Elementary	658	1,566	44,491	46,057	96.60%
Pony Express Elementary	353	1,464	23,068	24,532	94.03%
Rosa Parks K-8 School	325	2,019	20,161	22,180	90.90%
Sequoia Elementary	413	2,468	26,349	28,817	91.44%
Success Academy K-8	5	69	230	299	76.92%
Susan B Anthony Elementary	296	970	19,847	20,817	95.34%
Sutterville Elementary	382	1,205	25,459	26,664	95.48%
Suy:u Elementary	403	1,900	25,821	27,721	93.15%
Tahoe Elementary	280	1,496	18,026	19,522	92.34%
Theodore Judah Elementary	409	1,828	26,728	28,556	93.60%
Washington Elementary	302	1,567	19,232	20,799	92.47%
William Land Elementary	326	1,225	21,890	23,115	94.70%
Woodbine Elementary	276	1,698	17,075	18,773	90.96%
TOTAL	19,073	89,355	1,236,568	1,325,923	93.26%

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MIDDLE	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	70	442	4,516	4,958	91.09%
Albert Einstein MS	606	3,033	39,494	42,527	92.87%
Alice Birney Waldorf-Inspired K8	102	439	6,710	7,149	93.86%
California MS	756	4,072	48,788	52,860	92.30%
Capital City School	57	427	3,656	4,083	89.54%
Fern Bacon MS	640	3,436	41,836	45,272	92.41%
Genevieve Didion Elementary	114	247	7,759	8,006	96.91%
Home/Hospital	34	0	463	463	100.00%
John H. Still K-8	292	1,566	18,688	20,254	92.27%
John Morse Therapeutic Center	13	115	751	866	86.72%
Leonardo da Vinci K - 8 School	114	366	7,421	7,787	95.30%
Miwok MS	1,178	4,341	78,258	82,599	94.74%
Rosa Parks K-8 School	423	2,782	26,871	29,653	90.62%
Sam Brannan MS	371	2,492	23,871	26,363	90.55%
School of Engineering and Science	243	814	16,126	16,940	95.19%
Success Academy K-8	15	82	457	539	84.79%
Umoja International Academy	299	2,183	19,053	21,236	89.72%
Will C Wood MS	677	3,470	43,316	46,786	92.58%
TOTAL	6,004	30,307	388,034	418,341	92.76%

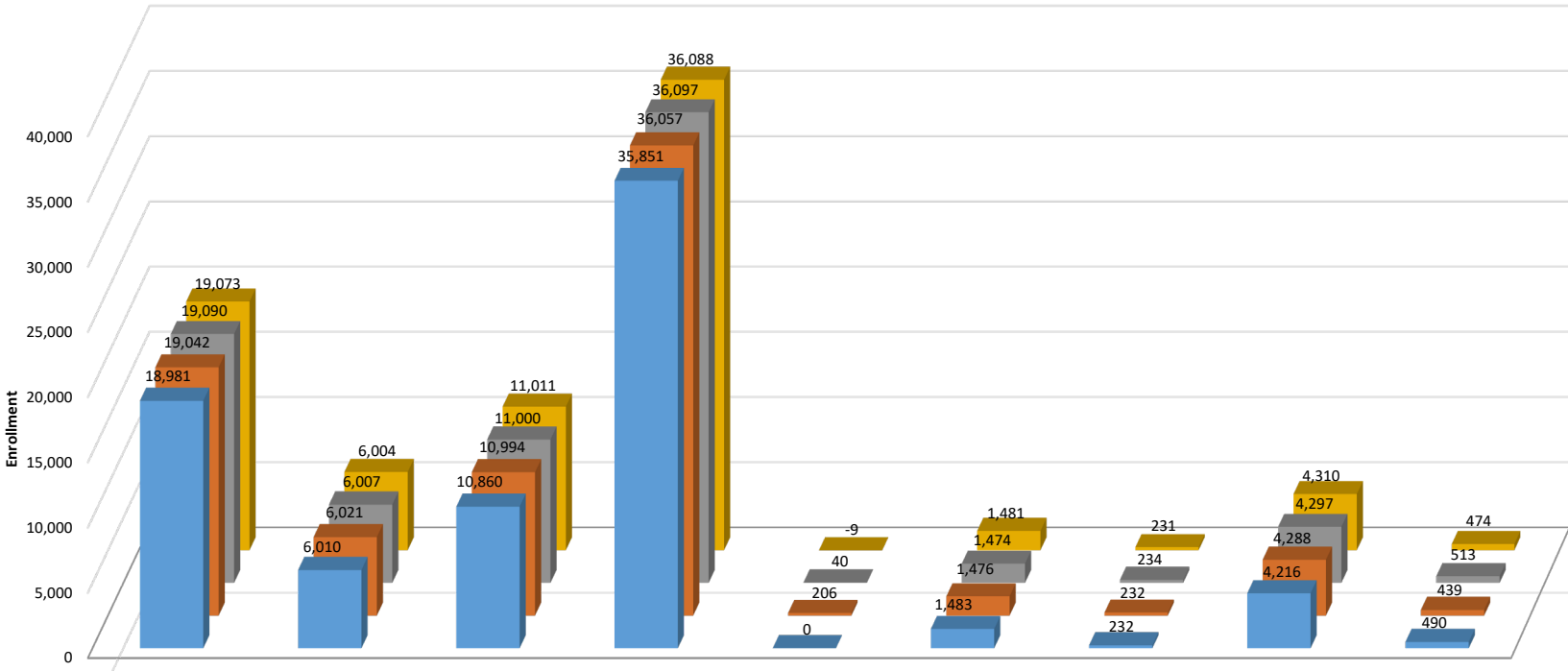
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
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 CUMULATIVE TOTAL ABSENCES

HIGH SCHOOL	ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
American Legion HS	179	2,559	8,955	11,514	77.77%
Arthur A. Benjamin Health Prof	182	1,586	11,225	12,811	87.62%
C K McClatchy HS	2,421	12,069	158,502	170,571	92.92%
Capital City School	192	4,177	9,186	13,363	68.74%
Hiram W Johnson HS	1,607	11,719	99,566	111,285	89.47%
Home/Hospital	38	0	754.00	754.00	100.00%
John F Kennedy HS	1,774	10,218	116,453	126,671	91.93%
Luther Burbank HS	1,526	10,187	97,923	108,110	90.58%
Rosemont HS	1,496	9,811	95,195	105,006	90.66%
School of Engineering and Science	284	1,110	19,027	20,137	94.49%
Umoja International Academy	179	669	12,004	12,673	94.72%
West Campus HS	878	2,149	59,287	61,436	96.50%
Sacramento Accelerated Academy	255	**NA	**NA	**NA	**NA
TOTAL	11,011	66,254	688,077	754,331	91.22%

	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
TOTAL ALL SCHOOLS	36,088	185,916	2,312,679	2,498,595	92.56%

	Students in Non Public Schools	Total Enrollment	ADA	ADA %	% Change
2022-23 Actual		36,241	33,072	90.73%	
2023-2024 Projected		36,061	0	0.00%	
Month 01	232	35,851	33,366	93.84%	0%
Month 02	232	36,057	33,316	93.49%	-0.35%
Month 03	234	36,097	33,166	93.05%	-0.44%
Month 04	231	36,088	33,038	92.55%	-0.50%

Monthly Attendance



	Elementary	Middle	High	Total	Variance	Dependent Charter	Non-Public Schools	Independent Charter	Adult Ed.
Month 1 9/22/2023	18,981	6,010	10,860	35,851	0	1,483	232	4,216	490
Month 2 10/20/2023	19,042	6,021	10,994	36,057	206	1,476	232	4,288	439
Month 3 11/17/2023	19,090	6,007	11,000	36,097	40	1,474	234	4,297	513
Month 4 12/15/2023	19,073	6,004	11,011	36,088	-9	1,481	231	4,310	474