



Putting  
Children  
First

# BOARD OF EDUCATION MEETING AND WORKSHOP

**Board of Education Members**

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

**Thursday, October 7, 2021**

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

**6:00 p.m. Open Session**

**Serna Center**

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

## **AMENDED AGENDA**

**2021/22-10**

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

**NOTICE OF PUBLIC ATTENDANCE BY LIVESTREAM**

**Members of the public who wish to attend the meeting may do so by livestream at:**  
**<https://www.scusd.edu/post/watch-meeting-live>**

***No physical location of the meeting will be provided to the public.***

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

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

***Public comment may be (1) emailed to [publiccomment@scusd.edu](mailto:publiccomment@scusd.edu); (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/BoardMeetingOct7>; or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written comment. Individual public comment shall be presented to the Board orally for no more than two minutes, or other time determined by the Board on each agenda item. Public comments submitted in writing will not be read aloud, but will be provided to the Board in advance of the meeting and posted on the District's website. The Board shall allow a reasonable time for public comment on each agenda item, not to exceed 15 minutes in length, including communications and organizational reports. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the agenda item and the number of public comments. Speakers will be called sequentially until there is no speaker coming forward on the agenda item or the amount of time allocated for the agenda item has elapsed, whichever occurs first.***

### **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)
- 3.2 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (District Representative Pam Manwiller)
- 3.3 Government Code 54957 – Public Employee Discipline/Dismissal/Release/Reassignment
- 3.4 Government Code 54957.6 (a) and (b) Negotiations/Conference with Labor Negotiator, Non-Represented Employee: Superintendent (District Representative: Board President)

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

- 4.1 The Pledge of Allegiance
- 4.2 Broadcast Statement
- 4.3 Stellar Student – Joselyn Cabrera, a Freshman from Hiram Johnson High School, to be introduced by Member Garcia

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

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

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

*Public comment may be (1) emailed to [publiccomment@scusd.edu](mailto:publiccomment@scusd.edu); (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/BoardMeetingOct7>; or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written comment. Individual public comment shall be presented to the Board orally for no more than two minutes or other time determined by the Board, on each agenda item. Public comments submitted in writing will not be read aloud, but will be provided to the Board in advance of the meeting and posted on the District's website. The Board shall allow a reasonable time for public comment on each agenda item, not to exceed 15 minutes in length, including communications and organizational reports. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the agenda item and the number of public comments. Speakers will be called sequentially until there is no speaker coming*

*forward on the agenda item or the amount of time allocated for the agenda item has elapsed, whichever occurs first.*

## **8.0 SPECIAL PRESENTATION**

6:30 p.m.

8.1 *Resolution No. 3231: Recognition of Week of School Administrators, October 10-16, 2021 (Christina Villegas and Tiffany Smith-Simmons)* **Action**  
3 minute presentation  
3 minute discussion  
**(Roll Call Vote)**

8.2 *Resolution No. 3228: Recognition of National School Lunch Week, October 10 – 16, 2021 (Diana Flores)* **Action**  
3 minute presentation  
3 minute discussion  
**(Roll Call Vote)**

8.3 *Resolution No. 3232: Recognition of Filipino American History Month (Mark Carnero)* **Action**  
3 minute presentation  
3 minute discussion  
**(Roll Call Vote)**

8.4 *Resolution No. 3229: California High School Voter Education Weeks, September 13 – 24, 2021 (Jacqueline Zhang)* **Action**  
5 minute presentation  
5 minute discussion  
**(Roll Call Vote)**

8.5 *ESSER III Expenditure Plan Update (Steven Ramirez-Fong)* **Information**  
10 minute presentation  
10 minute discussion

## **9.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES**

7:18 p.m.

9.1 *Comprehensive Coordinated Early Intervening Services Plan (CCEIS) to Address Significant Disproportionality (Geovanni Linares)* **Information**  
5 minute presentation  
10 minute discussion

7:33 p.m.

9.2 *Facilities Master Plan Update (Rose Ramos, Ron Hickey, and Leigh Sata)* **Conference**  
20 minute presentation  
40 minute discussion

## **10.0 PUBLIC HEARING**

|            |  |  |
|------------|--|--|
| 8:33 p.m.  | 10.1 Public Hearing: AB 1200 Disclosure and Approval of Teamsters Summer School Program 2020-21 SY MOU (Raoul Bozio) | <b>Action</b><br>10 minute presentation<br>10 minute discussion<br><b>(Roll Call Vote)</b> |
| 8:53 p.m.  | 10.2 Public Hearing: Approval of UPE Article 5 Evaluation Tentative Agreement (Raoul Bozio)                          | <b>Action</b><br>10 minute presentation<br>10 minute discussion<br><b>(Roll Call Vote)</b> |
| 9:13 p.m.  | <b>11.0 COMMUNICATIONS</b>   |  |
|            | 11.1 Employee Organization Reports:  | <b>Information</b>   |
|            | ▪ SCTA   | SCTA – 15 minutes  |
|            | ▪ SEIU   | SEIU – 3 minutes   |
|            | ▪ TCS  | TCS – 3 minutes  |
|            | ▪ Teamsters  | Teamsters – 3 minutes  |
|            | ▪ UPE  | UPE – 3 minutes  |
| 9:40 p.m.  | 11.2 District Advisory Committees:   | <b>Information</b>   |
|            | ▪ Community Advisory Committee   | 3 minutes each   |
|            | ▪ District English Learner Advisory Committee  |  |
|            | ▪ Local Control Accountability Plan/Parent Advisory Committee  |  |
|            | ▪ Student Advisory Council   |  |
|            | ▪ African American Advisory Board  |  |
| 9:55 p.m.  | 11.3 Superintendent’s Report (Jorge A. Aguilar)  | <b>Information</b><br>5 minutes  |
| 10:00 p.m. | 11.4 President’s Report (Christina Pritchett)  | <b>Information</b><br>5 minutes  |
| 10:05 p.m. | 11.5 Student Member Report (Jacqueline Zhang)  | <b>Information</b><br>5 minutes  |
| 10:10 p.m. | 11.6 Information Sharing By Board Members  | <b>Information</b><br>10 minutes   |
| 10:20 p.m. | <b>12.0 CONSENT AGENDA</b>   | <b>Action</b><br>2 minutes<br><b>(Roll Call Vote)</b>                                      |

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

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

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

*12.1b Approve Personnel Transactions (Cancy McArn)*

*12.1c Approve Minutes of the September 2, 2021, Board of Education Meeting (Jorge A. Aguilar)*

*12.1d Approve Minutes of the September 8, 2021, Board of Education Special Meeting (Jorge A. Aguilar)*

*10:22 p.m. 13.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS Receive Information*

*13.1 Receive Initial Proposal from Service Employees International Union, Local 1021 (SEIU) on 2020-2023 Successor Contract Negotiations (Raoul Bozio)*

*10:23 p.m. 14.0 FUTURE BOARD MEETING DATES / LOCATIONS*

- ✓ October 21, 2021 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting*
- ✓ November 4, 2021 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting*

*10:25 p.m. 15.0 ADJOURNMENT*

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



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1

**Meeting Date:** October 7, 2021

**Subject:** Resolution No. 3231: Recognition of the Week of the School Administrators, October 10-16, 2021

- 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.3231: Recognition of the Week of the School Administrators, October 10-16, 2021

**Background/Rationale:** We know that outstanding schools are led by our courageous educators; we are honored to recognize the week of October 10-16, 2021 as the Week of the School Administrators. We are pleased to offer this spotlight to our administrators for their endless commitment to our school community and the scholars we serve. Throughout the school year, these educators assume the commitment to lead our young people to a prosperous future. They support and guide quality teachers and staff resulting in productive learning environments for our children.

**Financial Considerations:** None

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

**Documents Attached:**

1. Resolution No. 3231

|  |
|--|
| <p><b>Estimated Time of Presentation:</b> 3 minutes<br/><b>Submitted by:</b> Cancy McArn, Chief Human Resources Officer<br/><b>Approved by:</b> Jorge A. Aguilar, Superintendent</p> |
|--|

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

**RESOLUTION No. 3231**

**RECOGNITION OF OCTOBER 10-16, 2021 as the  
WEEK of the SCHOOL ADMINISTRATORS**

**WHEREAS**, the State of California has declared the second full week of October as the “Week of the School Administrator”; and

**WHEREAS**, an educated public serves as the foundation of our democracy; and

**WHEREAS**, our school administrators are passionate, lifelong learners who believe in the value of quality public education; and

**WHEREAS**, our administrators touch, shape, and mentor so many lives with a lasting effect; and

**WHEREAS**, excellence in our State and District begins with our administrators; and

**WHEREAS**, the administrators overcome obstacles and challenges daily to make a difference in the lives of students, families, and staff.

**NOW, THEREFORE, BE IT RESOLVED** that the Sacramento City Unified School District Board of Education commends our administrators and encourages parents and the community to recognize the efforts of principals as we celebrate the week of October 10-16, 2021, as the Week of the School Administrators.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 7th day of October 2021, by the following vote:

AYES :  
NOES:  
ABSTAIN:  
ABSENT:

ATTESTED TO:

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Jorge A. Aguilar  
Superintendent

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Christina Pritchett  
President of the Board of Education



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.2

**Meeting Date:** October 7, 2021

**Subject:** Resolution No.3228: Recognition of National School Lunch Week,  
October 10 – 16, 2021

- 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.3228: Recognition of October 10-16 as  
Week of National School Lunch

**Background/Rationale:** The National School Lunch Program (NSLP) serves more than 30 million children every school day. President John F. Kennedy created National School Lunch Week (NSLW) in 1962 to promote the importance of a healthy school lunch in a child's life and the impact it has inside and outside of the classroom are led by our courageous staff; we are honored to recognize the week of October 10-16, 2021 as the Week of the School National School Lunch.

**Financial Considerations:** None

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

**Documents Attached:**

1. Resolution No. 3228

|   |
|---|
| <p><b><u>Estimated Time of Presentation:</u></b> 3 minutes<br/><b><u>Submitted by:</u></b> Cancy McArn, Chief Human Resources Officer<br/><b><u>Approved by:</u></b> Jorge A. Aguilar, Superintendent</p> |
|---|



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

**RESOLUTION No. 3228**

**RECOGNITION OF OCTOBER 10-16, 2021 as  
WEEK of NATIONAL SCHOOL LUNCH**

**WHEREAS**, the national school lunch program helps make it possible for our young people to enjoy some lunch rich in the essential elements of a good diet, and helps them to learn the benefits to be derived from good nutrition; and

**WHEREAS** the serving of a nutritious lunch to 16 million children daily, in 68,000 schools, entails the consumption of foods from the entire range and variety of items that are so abundantly and efficiently produced by our farmers, and

**WHEREAS** the national school lunch program represents one of the Nation's best examples of a cooperative Local-State-Federal partnership for the benefit of a most important segment of our population; and

**WHEREAS** in order to gain recognition from citizens and civic groups for the work of the national school lunch program, the Congress, by a joint resolution approved October 9, 1962 (76 Stat. 779), has designated the seven-day period beginning on the second Sunday of October in each year as National School Lunch Week, and has requested the President to issue annually a proclamation calling for the observance of that week:

**NOW, THEREFORE, BE IT RESOLVED**, SCSUD would like to recognize October 10-16, 2021 as National School Lunch Week.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 7th day of October 2021, by the following vote:

AYES :  
NOES:  
ABSTAIN:  
ABSENT:

ATTESTED TO:

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Jorge A. Aguilar  
Superintendent

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Christina Pritchett  
President of the Board of Education



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.3

**Meeting Date:** October 7, 2021

**Subject:** Resolution No. 3232: Recognition of Filipino American History Month

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

**Division:** Human Resource Services

**Recommendation:** Approve Resolution No. 3232 Recognition of Filipino American History Month

**Background/Rationale:** Filipino Americans are the second-largest Asian American group in the nation and the third-largest ethnic group in California, after Latinos and African Americans. The celebration of Filipino American History Month in October commemorates the first recorded presence of Filipinos in the continental United States, which occurred on October 18, 1587, when “Luzones Indios” came ashore from the Spanish galleon Nuestra Senora de Esperanza and landed at what is now Morro Bay, California.

**Financial Considerations:** None

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

**Documents Attached:**

1. Resolution No. 3232

|  |
|--|
| <p><b>Estimated Time of Presentation:</b> 3 minutes<br/><b>Submitted by:</b> Cancy McArn, Chief Human Resources Officer<br/><b>Approved by:</b> Jorge A. Aguilar, Superintendent</p> |
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**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION**

**RESOLUTION NO. 3232**

**Recognition of Filipino American History Month**

**Whereas;** the earliest documented Filipino presence in the continental United States was October 18, 1587, when the first Luzones Indios arrived in Morro Bay, California, on board the Nuestra Señora de Esperanza, a Manila-built galleon ship;

**Whereas** the Filipino American National Historical Society recognizes 1763 as the year in which the first permanent Filipino settlement in the United States was established in St. Malo, Louisiana;

**Whereas** the recognition of the first permanent Filipino settlement in the United States adds a new perspective to the history of the United States by bringing attention to the economic, cultural, social, and other notable contributions made by Filipino Americans to the development of the United States;

**Whereas** the Filipino American community is the third largest Asian American and Pacific Islander group in the United States, with a population of approximately 4,000,000;

**Whereas** Filipino American students represent 1.3% of the student population in SCUSD, 2.7% in Sacramento County and 2.4 in the state of California;

**Whereas** more than 250,000 Filipino veterans fought alongside U.S. troops in WWII, thousands of whom were never officially recognized and denied military benefits as a result of the Rescission Act of 1946;

**Whereas** Filipino Americans were central to formation of the Third World Liberation Front (TWLF), who were critical to the organizing, mobilization, and success of the 1968 SF State Student Strike, which ultimately led to the development of the country's first Ethnic Studies program, whose legacy is carried throughout California's Ethnic Studies graduation requirements in high schools, community colleges, and state universities;

**Whereas** Filipino American farmworkers and labor leaders, such as Philip Vera Cruz and Larry Itliong, played an integral role in the multiethnic United Farm Workers movement, alongside Cesar Chávez, Dolores Huerta, and other Latino workers;

**Whereas** Filipino Americans play an integral role in the healthcare system of the United States as nurses, doctors, and other medical professionals;

**Whereas** Filipino Americans have contributed greatly to music, dance, literature, education, business, journalism, sports, fashion, politics, government, science, technology, the fine arts, and other fields that enrich the United States;

**Whereas** it is essential to promote the understanding, education, and appreciation of the history and culture of Filipino Americans in the United States.

**NOW, THEREFORE, BE IT RESOLVED** SCUSD recognizes the celebration of Filipino American History Month in October 2021 a testament to the advancement of Filipino Americans; a time to reflect on and remember the many notable contributions that Filipino Americans have made to the United States; and a time to renew efforts toward the research and examination of history and culture so as to provide an opportunity for all people of the United States to learn more about Filipino Americans and to appreciate the historic contributions of Filipino Americans to the United States.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 7th day of October 2021, by the following vote:

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

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Christina Pritchett  
President of the Board of Education

ATTESTED TO:

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Jorge A. Aguilar  
Secretary of the Board of Education



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.4

**Meeting Date:** October 7, 2021

**Subject:** Approve Resolution No. 3229: In Recognition of High School Voter Education Weeks, September 13 – 24, 2021

- 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 Office

**Recommendation:** Approve Resolution No. 3229: Recognition of High School Voter Education Weeks, September 13 – 24, 2021.

**Background/Rationale:** In 2014, Assembly Bill 1817 was signed by Governor Jerry Brown designating the last two full weeks in April and September as High School Voter Education Weeks. This legislation provides an opportunity for high schools to partner with county elections officials to promote civic education and participation, and foster an environment that encourages voting.

The Resolution recognizes the importance participating in our democracy and encouraging others to do the same. It also calls upon our high schools and staff to encourage eligible students to pre-register to vote and to automatically become active voters once they turn 18.

**Financial Considerations:** None

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

**Documents Attached:**

1. Resolution No. 3229

|  |
|--|
| <p><b>Estimated Time of Presentation:</b> 5 minutes<br/><b>Submitted by:</b> Jacqueline Zhang<br/><b>Approved by:</b> Jorge A. Aguilar, Superintendent</p> |
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**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION**

**RESOLUTION NO. 3229**

**“California High School Voter Education Weeks, September 13-24, 2021”**

**WHEREAS**, *California’s Secretary of State, who serves as the state’s chief elections official; is committed to strengthening democracy by encouraging voter registration and increasing participation in all elections by all eligible Californians; and*

**WHEREAS**, *young people play a critical role in our democracy by helping to choose the people who will lead us and by voicing their opinions on the issues that are important to them; and*

**WHEREAS**, *16- and 17-year-olds can pre-register to vote and then automatically become active voters once they turn 18; and*

**WHEREAS**, *high schools are encouraged to offer voter registration to eligible students with links to the state’s online voter registration application through the school website or other electronic communications; and*

**WHEREAS**, *high school administrators are encouraged to name one or more students as voter outreach coordinators to encourage student voter registration during High School Voter Education Weeks; and*

**WHEREAS**, *students are encouraged to participate in our democracy through civics and voter education programs, working as poll workers, and by encouraging their peers, family members, and community to register to vote and participate in elections.*

**NOW, THEREFORE, BE IT RESOLVED** *that the Board of Education of the Sacramento City Unified School District encourage all District High Schools to participate in **CALIFORNIA HIGH SCHOOL VOTER EDUCATION WEEKS** September 13-24, 2021.*

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 7th day of October, 2021, by the following vote:

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

ATTESTED TO:

\_\_\_\_\_  
Christina Pritchett, Board President

\_\_\_\_\_  
Jorge A. Aguilar  
Secretary of the Board of Education



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.5

**Meeting Date:** October 7, 2021

**Subject:** **ESSER III Expenditure Plan 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

**Recommendation:** None

**Background/Rationale:** Elementary and Secondary School Emergency Relief (ESSER) III funds were provided to school districts as part of the American Rescue Plan Act (ARP Act), signed into law on March 11, 2021. The ESSER III Expenditure Plan is a requirement for districts receiving funding. Districts must explain how they will use ESSER III funds to address students' academic, social, emotional and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. The district's ESSER III Expenditure Plan must be adopted by the board of education on or before October 29, 2021 and submitted to the Sacramento County Office of Education (COE) for review and approval. Funds are available for use through September 30, 2024 and can be used for costs dating back to March 13, 2020.

**Financial Considerations:** SCUSD expects to receive \$154,422,476 in ESSER III funding

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

**Documents Attached:**

1. Draft SCUSD ESSER III Expenditure Plan

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|---|
| <p><b>Estimated Time of Presentation:</b> 10 minutes<br/><b>Submitted by:</b> Lisa Allen, Deputy Superintendent<br/>Steven Fong, LCAP/SPSA Coordinator<br/><b>Approved by:</b> Jorge A. Aguilar, Superintendent</p> |
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California Department of Education  
June 2021

## ESSER III Expenditure Plan

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

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.

## Other LEA Plans Referenced in this Plan

| Plan Title                                    | Where the Plan May Be Accessed  |
|---|---|
| 2021-22 Local Control and Accountability Plan | <a href="https://www.scusd.edu/lcap">https://www.scusd.edu/lcap</a>   |
| 2021 Expanded Learning Opportunities Grant    | <a href="https://www.scusd.edu/pod/lcap-archives">https://www.scusd.edu/pod/lcap-archives</a>   |
| 2021 Learning Continuity and Attendance Plan  | <a href="https://www.scusd.edu/pod/learning-continuity-and-attendance-plan">https://www.scusd.edu/pod/learning-continuity-and-attendance-plan</a> |



## Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

### Total ESSER III funds received by the LEA

\$154,422,476

| Plan Section   | Total Planned ESSER III Expenditures |
|--|--------------------------------------|
| Strategies for Continuous and Safe In-Person Learning                                    | TBD                                  |
| Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds) | TBD                                  |
| Use of Any Remaining Funds   | TBD                                  |

### Total ESSER III funds included in this plan

TBD

## Community Engagement

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA's ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

Consultation with community members has been an important part of the process to develop multiple plans over the past few years. These include the 2021 Learning Continuity and Attendance Plan (LCA Plan in fall 2020), Expanded Learning Opportunities (ELO) Grant Plan (May 2021), and the 2021-22 to 2023-24 Local Control and Accountability Plan (LCAP). Throughout all of these planning processes, the voices of students, families, staff, and community members have informed the development of goals, actions, expenditures, metrics, and target outcomes.

Efforts to meaningfully consult with community members and solicit input to inform development of plans have included activities in collaboration with specific community groups and opportunities for the wider community to provide input.

Specific community groups consulted included the district's African American Advisory Board (AAAB), American Indian Education Program (AIEP) Parent Committee, Community Advisory Committee (CAC), District English Learner Advisory Committee (DELAC), LCAP Parent Advisory Committee (PAC), and Student Advisory Council (SAC). Engagement activities for these groups included presentations/discussions during community group meetings, providing information to groups for comment, and a special board meeting in spring 2021 to engage in dialogue with the board of education. Key priorities for each group were identified and a 'crosswalk' across all groups was created to identify points of alignment.

System wide opportunities included town hall events, a series of listening sessions, posted materials for public comment, multiple board meetings to present draft materials and public hearings, and multiple community surveys. Listening session materials and surveys were provided in multiple languages, with simultaneous translation available during listening sessions in the district's top five languages.

An important aspect of the engagement process over the past two years has been the iterative nature of the multiple planning cycles. Beginning with the initial planning to implement distance learning and moving into the LCA Plan, ELO Grant Plan, and 2021-22 LCAP, each round of community engagement has built upon the last. This has provided the opportunity to reinforce key priorities and deepen conversations about key ideas. The ESSER III Expenditure Plan is further building upon this foundation of recent community input. In engaging with community groups, some found it effective to cite specific recommendations put forth in the recent LCAP outreach process. This allowed those groups to continue shining a light on their key priorities to reemphasize the importance of the work they have done over the previous input cycles while also adding new ideas.

Consultation of community members in this most recent cycle of planning to inform development of the ESSER III Expenditure Plan used a similar strategy, though in a shorter timeline. Staff reached out to the district's range of community groups to provide opportunities for input on the draft plan. This took different forms based on the needs of each group, with some holding special meetings for ESSER III input, some folding input activities into existing meetings, and others providing input asynchronously on shared materials. Community groups that were able to provide specific input during this most recent cycle included \_\_\_\_\_. All community members were able to provide input on the posted draft plan. *(To be expanded/completed following activities)*

#### A description of how the development of the plan was influenced by community input.

As described above, the input received during each planning process over the past two years has built upon those that came before. The ESSER III Expenditure Plan has the advantage of this strong foundation of input and has been significantly influenced by the wealth of community input available from the LCA Plan, ELO Grant Plan, and 2021-22 LCAP processes. The preliminary plan shared

with the board on June 24, 2021 focused on elements that closely align with community input. This is evidenced by the inclusion of additional social workers, intervention teachers, counselors, an additional secondary ELD training specialist, tutoring for Foster/Homeless Youth, college/career experiences, and more. Additional actions that emerged in the planning process over time also have strong alignment to key community priorities.

Following is a summary of key input emerging during each of the planning processes over the past eighteen months. Included are highlights of the overarching themes and specific priorities voiced by community groups.

### **Learning Continuity and Attendance Plan** (For full detailing of input, see pages 7-13 of plan)

Some of the overarching ideas that emerged across community groups included:

- The pandemic provides an opportunity to do things differently and disrupt the status quo - to better serve all students
- One size does not fit all – training, instruction, and communication all need to meet the individual and group needs of students, families, and staff.
- We need to focus on our most vulnerable students in our planning and implementation.
- Parents, guardians, and caregivers need much more support to effectively partner in the education of students at home.
- Training and accountability for staff are both critical. We need to reduce the amount of variation in program implementation and the instructional experience of students and families. Specific training for distance learning is needed.
- Relationship building, Social Emotional Learning (SEL), and mental health need to be prioritized along with physical health and safety.

Specific priorities highlighted by community members included:

- More counseling services are needed in all schools in the areas of mental health, academics, and college planning. Students emphasized the fact that this need predates the pandemic but is even more urgent now.
- Tiered supports for students are needed and regular mental health and social emotional check-ins should be conducted to assess needs.
- Universal Design for Learning needs to be implemented so that we can see results.
- Students are diverse and need to continue learning in diverse ways. Multi-tiered support needs to improve.
- All vulnerable students should have similar wraparound services and supports. This should include an individual learning plan and a designated liaison that checks in with them and their family regularly.
- Additional staffing supports are needed to support English Learners and families. This includes additional ELD training specialists, increasing the number of bilingual staff, and expansion of Student Support Centers to all school sites.
- Consider partnerships with other entities to disrupt systemic inequality, address learning loss, mitigate impacts of COVID, and provide online learning.

### **Expanded Learning Opportunities Grant Plan**

Overarching ideas that emerged across community groups included:

- Summer school needs to be fun, engaging, and provide opportunities for social interaction in addition to addressing academic needs.

- Credit recovery is a critical need and should be made available in flexible formats during the summer and throughout the coming year. Students need a variety of options for completing credit recovery.
- Individualized learning plans and support will help to more effectively connect students to services and supports such as tutoring.
- Addressing early literacy is critical. We need to ensure that students are proficient readers as they finish the early grades (3<sup>rd</sup> grade).
- Addressing social-emotional learning needs and trauma is very important and needs to happen first in order for us to fully address academic needs.
- We need to strategically reengage our students who have become disengaged over the last year.

**Local Control and Accountability Plan** (For full detailing of input, see pages 30-35 of plan)

Overarching ideas that emerged across community groups included:

- Effective Implementation of a Multi-tiered System of Supports (MTSS)
- Individualized Supports Based on Identified Student Needs
- Focus on Early Literacy and Developing a Strong Foundation (Aligned to State Superintendent of Public Instruction (SSPI) Tony Thurmond's new Literacy Campaign to ensure that every California student will learn to read by third grade by the year 2026)
- Increased Mental Health Supports
- Improvement of School and Classroom Culture and Climate
- Coherence and Consistency in Providing an Equitable and Inclusive Educational Program in all Classrooms and Schools
- Equitable Allocation of Resources
- Implementation Accountability
- Disruption of the Status Quo

Specific priorities highlighted by community members included:

- Students need increased access to effective counseling – academic, college advising, and mental health. Counselors need to provide targeted supports to meet the needs of specific student groups and the number of bilingual counselors should be increased.
- Implement regular academic check-ins and progress monitoring to ensure that students stay on-track for graduation and college eligibility
- Develop more metrics that enable progress monitoring of district initiatives/actions (e.g. impact of professional learning, coaching, and other strategic actions)
- Increase professional development and staffing to create more inclusive General Education classrooms in all grades and subjects and decrease the amount of time students with disabilities spend in SDC or 'tracked' classrooms.
- Prioritize mental health and wellness – implement regular mental health checks for students and explore integration of mental health training for staff and curriculum for students
- Individual student progress monitoring and support for students with high needs – examples of recommendations include liaisons/case managers, individualized student success plans, and advisory periods
- Increase the number of secondary ELD specialists and bilingual staff that serve English Learners

- Improve/address transition planning for older students with disabilities
- Increased availability of academic supports to accelerate progress for students with learning gaps
- Increase the number of schools with student support centers that provide wrap-around services including access to a social worker and counselor
- Professional development for staff across a range of areas including SEL, trauma-informed practices, and mental health
- Professional development for staff across a range of areas including culturally responsive teaching, anti-bias/anti-racist instruction, gender issues, and anti-bullying
- Eliminate disproportionate suspension rates and practices
- Implement restorative practices and alternative behavioral intervention programs
- Provide resources and capacity building opportunities for parents/caregivers to support learning at home
- Engage students as primary agents in charge of their own education – implement a gradual release model. Students should receive all communications sent to parents/caregivers and, over time, become the primary recipient.
- Increase and improve translation and interpretation for families and students
- Include parents/caregivers in site and district decision-making processes

Additionally, community input throughout recent engagement processes has reiterated the importance of acknowledging staffing shortages and emphasized awareness of the challenges that may be presented in trying to hire specific positions or multiple individuals for a type of position. This awareness is shared by the district. In developing this plan, proposed actions that involve the hiring of staff are included with the acknowledgment that staffing shortages may result in the need to reassess and reprioritize actions over time.

#### **Input from most recent cycle of engagement**

Overarching ideas that emerged across community groups included:

- *(To be completed following engagement activities)*

Specific priorities highlighted by community members included:

- *(To be completed following engagement activities)*

## Actions and Expenditures to Address Student Needs

The following is the LEA's plan for using its ESSER III funds to meet students' academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan.

For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

## Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

### Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

| TBD                            |   |   |                                       |
|--------------------------------|---|---|---------------------------------------|
| Plan Alignment (if applicable) | Action Title  | Action Description  | Planned ESSER III Funded Expenditures |
| 2021-22 LCAP Goal 3, Action 8  | A1<br>Health Services: Nurses and Health Aides  | School Nurses and Health Aides <ul style="list-style-type: none"> <li>• Decrease caseload ratios</li> <li>• Overall health care promotion, education, access and referral coordination</li> <li>• Health screenings and access (oral, vision &amp; hearing health)</li> <li>• Manage infectious diseases (COVID-19, norovirus, flu)</li> <li>• Managing chronic health conditions (asthma, diabetes, etc.) to increase attendance and academic success</li> </ul>     | TBD                                   |
| 2021-22 LCAP Goal 3            | A2<br>Health Services: Staff to support 504 process and coordinate education services | Student Support and Health Services Coordinator <ul style="list-style-type: none"> <li>• Provide oversight, training, and support to site 504 coordinators, students, and families</li> <li>• Ensure procedural safeguards and right are implemented and followed</li> <li>• Provide support for pregnant and parenting students, ensuring their rights and needs are met</li> <li>• Provide supervision and support for the Home Hospital Teacher program</li> </ul> | TBD                                   |

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| 2021-22 LCAP<br>Goal 8, Action 1              | A3<br>Shade Structures to<br>Expand Social Distance<br>Opportunities                               | Expand social distance opportunities through the installation of Division of State Architect (DSA) pre-approved shade structures.   | TBD |
| 2021-22 LCAP<br>Goal 8, Action 1              | A4<br>Ventilation to provide air<br>exchange at school sites                                       | Ventilation projects to add or enhance ventilation into educational interior spaces by installing new units and controls to optimize indoor air quality.  | TBD |
| Learning<br>Continuity and<br>Attendance Plan | A5<br>Staffing and supplies to<br>mitigate the spread of<br>COVID-19 and safety<br>operate schools | Personal Protective Equipment (PPE) including masks, gloves, and hand sanitizer. Signage for school sites, testing opportunities, asbestos compliance, and position upgrades to reflect additional work required to address COVID-19 context. | TBD |

## Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

### Total ESSER III funds being used to address the academic impact of lost instructional time

TBD

| Plan Alignment<br>(if applicable)           | Action Title  | Action Description  | Planned ESSER III<br>Funded Expenditures |
|---|---|---|--|
| 2021-22 LCAP<br>Goal 3, Actions 7<br>and 13 | B1<br>Academic Equity:<br>Academic Intervention<br>Teachers at School Sites | Academic Intervention Teachers <ul style="list-style-type: none"> <li>Supports teachers to allow for small group interventions with students</li> <li>Provides opportunities for accelerated learning for students</li> </ul> | TBD                                      |

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| 2021-22 LCAP<br>Goal 2, Action 21            | B2<br>Student Opportunities: Sly Park Trip Fees                                | <p>Ensure that every 6th grade student has the opportunity to attend Sly Park, an outdoor environmental education program</p> <ul style="list-style-type: none"> <li>• Participate in a week-long outdoor science school that features a climbing wall, astronomy, animal room, and arts and crafts</li> <li>• Engage in lessons embedded with California and local history and geography</li> <li>• Participate in team-building program that includes hiking, shelter construction, and challenge activities</li> </ul>  | TBD |
| 2021-22 LCAP<br>Goal 2, Actions 15 and 16    | B3<br>Student Opportunities: Visual and Performing Arts                        | <ul style="list-style-type: none"> <li>• Increase teacher staffing to ensure music opportunities for all 7th-8th grade students</li> <li>• Address instrument repair needs</li> <li>• Provide needed VAPA supplies</li> </ul>  | TBD |
| 2021-22 LCAP<br>Goal 2, Action 15            | B4<br>Healthy HeARTS and Minds Program: Mental Health support through the arts | <p>Sacramento Healthy HeARTs and Minds focuses on using the arts as a strategy to address mental health issues, trauma, absenteeism, and other well-documented effects of the COVID-19 pandemic on already at-risk youth. Within selected school sites, trained artists and community partners will collaborate to be a positive adult presence for students, and as needed, connect students in need of mental health support services through existing referral pathways and service providers. The proposed funding amount would allow for continued implementation at the currently participating schools.</p> | TBD |
| 2021-22 LCAP<br>Goal 3, Actions 1, 2, and 13 | B5<br>Tutoring for Foster and Homeless Youth                                   | <p>Address the disproportionate impact and loss of educational support caused by the pandemic for our most vulnerable students:</p> <ul style="list-style-type: none"> <li>• Tutoring tailored to the unique needs of students and families with specialization in engagement and relationship building</li> <li>• In-home and on-line options with built-in assessment and progress monitoring</li> </ul>   | TBD |
| 2021-22 LCAP<br>Goal 4, Action 2             | B6<br>Positive Behavioral Interventions and                                    | <p>Positive Behavioral Interventions and Supports (PBIS) Coaches and Coordinator</p> <ul style="list-style-type: none"> <li>• Expand PBIS to additional school sites</li> <li>• Provide ongoing coaching support with coaches embedded at school sites</li> <li>• Progress monitor implementation</li> </ul>   | TBD |



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|   | Supports: Coaching and Coordination   | <ul style="list-style-type: none"> <li>Differentiated support to sites based on need and progress</li> </ul>  |     |
| 2021-22 LCAP<br>Goal 3, Action 9        | B7<br>Attendance and Engagement: Child Welfare and Attendance Specialists     | <p>Child Welfare and Attendance Specialists (CWAS)</p> <ul style="list-style-type: none"> <li>Aligned with Instructional Assistant Superintendent (IAS) regions to support individual sites</li> <li>Monitor and assess attendance and engagement data regularly</li> <li>Engage in cycles of continuous improvement at site and district levels</li> <li>Provide differentiated support to vulnerable student groups</li> <li>Support sites with front line attendance work</li> </ul>   | TBD |
| 2021-22 LCAP<br>Goal 3, Action 10       | B8<br>Student Support: Social Workers and Student Support Center Coordinators | <p>Social Workers and Student Support Center (SSC) Coordinators</p> <p>Support to be provided at all schools based on students' needs will include:</p> <ul style="list-style-type: none"> <li>Coordination of services for students</li> <li>Individual, group, and family counseling</li> <li>Crisis intervention, home visits, parent support and education, and advocacy for students, families, and school systems</li> <li>Identifying and addressing unmet physical and mental health needs</li> </ul>   | TBD |
| 2021-22 LCAP<br>Goal 3, Action 10       | B9<br>Student Support: Social Workers for LBGQTQ Supports                     | <p>School Social Workers specific to LGBTQ+</p> <p>Expand the breadth and depth of services provided to students who identify as LGBTQ+ by:</p> <ul style="list-style-type: none"> <li>Providing intensive case management, referrals, short-term mental health supports, groups and assistance with name and gender updates in student information system</li> <li>Gay Straight Alliance (GSA) club development and consultation support</li> <li>Staff professional development, staff consultation, and LGBTQ+ youth conference support</li> </ul> | TBD |
| 2021-22 LCAP<br>Goal 3, Action 2 and 18 | B10<br>Student Support: Homeless Services Support Staff                       | <p>Homeless Services Support Staff</p> <p>Expand the breadth and depth of services provided to homeless youth:</p> <ul style="list-style-type: none"> <li>Reduce caseload ratio in order to provide intensive supports to students and families</li> <li>Provide intensive case management, follow-up and coordination, including housing support, basic needs,</li> </ul>  | TBD |

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|  |  | school supplies, mentoring, mental health counseling, academic tutoring, and more  |     |
| 2021-22 LCAP<br>Goal 3, Action 1<br>and 18 | B11<br>Student Support: Foster<br>Youth Services Staff   | Foster Youth Services Support staff<br>Expand the breadth and depth of services provided to foster youth: <ul style="list-style-type: none"> <li>• Reduce caseload ratio in order to provide intensive supports to students and families, including weekly check-ins</li> <li>• Provide coordination of services including mentoring, social skills, mental health counseling, academic tutoring, independent living skills, recreation and youth development, etc.</li> </ul>   | TBD |
| 2021-22 LCAP<br>Goal 2, Action 3           | B12<br>Increase number of sites<br>with expanded learning<br>(Before and After School)<br>Services | Expanded Learning (Before and After School): Maintain the expansion to additional sites made possible by other COVID-related funding sources. Provide additional slots for sites where demand exceeds capacity and provide before school programming and late start sites. Expand staffing by one additional specialist.   | TBD |
| 2021-22 LCAP<br>Goal 3, Action 12          | B13<br>Provide expanded summer<br>school programming in<br>2024                                    | Provide expanded summer programming in 2024. (2022 and 2023 are addressed by other COVID-related funding sources)<br>This will be a continuation of SummerMatters programming. It will focus on building relationships, physical and mental health, connecting with families, and high dosage tutoring. Programming will be offered at additional schools across the district including elementary, K-8 and middle school sites. Programs will be offered one week after the regular school year ends.                                   | TBD |
| 2021-22 LCAP<br>Goal 5, Action 8           | B14<br>Maintain expansion of<br>Men's and Women's<br>Leadership Academy<br>through 2024            | Maintain the expansion of the Men's and Women's Leadership Academy. The MWLA is SCUSD's conscious effort to intentionally combat the school-to-prison-pipeline for underserved, low-income students of color by creating supportive and productive learning environments. Through a framework of Social Justice Youth Development, and with the active collaboration of district administration, school counselors, certified teachers and youth voice, MWLA empowers students through wraparound services that promote Social Emotional | TBD |

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|                                   |   | Learning, culturally relevant and responsive leadership development, meaningful mentorship, and academic support that engages students through their own means of learning.   |     |
| 2021-22 LCAP<br>Goal 3, Action 14 | B15<br>Extend support for American Indian Education Program (AIEP) through 2024 | Extend support for the American Indian Education Program (AIEP). AIEP addresses the unique cultural, language, and educationally related academic needs of American Indian students. The services provided are tutoring, reading groups and classroom visits, cultural programs and events, college prep programs, scholarship writing, student support and advocacy and milestone celebrations. The AIEP serves students in grades K-12 throughout the District.   | TBD |
| 2021-22 LCAP<br>Goal 5            | B16<br>Expand implementation of Student Ambassador program                      | Youth Development and Support Services oversees a student ambassador program across elementary and middle school programs. Each participating school site is served by two, trained high school ambassadors.  | TBD |
| 2021-22 LCAP<br>Goal 4, Action 1  | B17<br>Transformative SEL Support for Schools                                   | Continue to provide high-quality Social Emotional Learning (SEL) programming and professional learning support for our school sites as part of a foundational, universal approach to MTSS School Climate/Culture. Create MTSS Tier 1 calming corners in all SCUSD classrooms.   | TBD |
| 2021-22 LCAP<br>Goal 4, Action 1  | B18<br>Transformative SEL Support for Schools - Restorative Justice             | Staff each comprehensive high school with a Restorative Justice Specialist to support sites as a Tier 2/3 MTSS approach for supporting Climate and Culture. The Restorative Justice specialists will work alongside Social Emotional Learning (SEL) Training Specialists to provide a comprehensive “Store Up/Restore To” strategy for supporting Climate/Culture. The specialists will also provide support within each high school's feeder pattern at grades 7-8 and elementary schools with high suspension/referral rates. | TBD |
| 2021-22 LCAP<br>Goal 4, Action 4  | B19<br>Antiracist Materials and Curriculum                                      | Provide high quality antiracist and culturally responsive materials and resources to school sites. Examples will include updating classroom libraries to include culturally relevant books that reflect the lived experiences of our students and bringing in   | TBD |

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|                        |  | living-history speakers that can speak to justice and equity in action.  |     |
| 2021-22 LCAP<br>Goal 3 | B20<br>Partner with Community Based Organizations to Address the Impact of Lost Instructional Time | Funding will support partnerships with Community Based Organizations (CBOs) to address the academic, social, emotional, and mental health needs of students. In particular, partnerships will focus on addressing gaps for student groups whose outcomes demonstrate the most need, including low income students, English Learners, Foster Youth, Homeless Youth, and Students with Disabilities, African American students, American Indian or Alaska Native students, Native Hawaiian or Pacific Islander students, and Hispanic/Latino students. | TBD |

## Use of Any Remaining Funds

A description of how the LEA will use any remaining ESSER III funds, as applicable.

### Total ESSER III funds being used to implement additional actions

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| TBD |
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| Plan Alignment (if applicable)      | Action Title                         | Action Description  | Planned ESSER III Funded Expenditures |
|-------------------------------------|--------------------------------------|---|---------------------------------------|
| 2021-22 LCAP<br>Goal 1, Actions 1-3 | C1<br>Guidance and Career Counseling | <p>Additional Counselors (Secondary &amp; Elementary), and Career/Technical Education (CTE) Counselors</p> <ul style="list-style-type: none"> <li>• Provide extended day support in late afternoons and evenings</li> <li>• Support dual enrollment course-taking</li> <li>• Develop career exploration opportunities with a special focus on under-represented students by sector (e.g. women in engineering or trades)</li> <li>• Create a seamless transition from elementary to middle school</li> <li>• Establish college and career centers across sites</li> </ul> | TBD                                   |

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| 2021-22 LCAP<br>Goal 1, Actions 2-3 | C2<br>Establish college and career readiness labs at Middle Schools        | Develop college and career ready labs at the middle school level<br>Enroll first group of students in grades 7 and 8 by 2022-23 and expand sections/grade levels per site in 2023-24.  | TBD |
| 2021-22 LCAP<br>Goal 1              | C3<br>Implement State Seal of Civic Engagement (SSCE) program for students | State Seal of Civic Engagement implementation: Adopt SSCE criteria, establish rubrics and inventory entry points for students, and create opportunities/develop partnerships for engagement in existing K-12 curriculum  | TBD |
| 2021-22 LCAP<br>Goal 1, Action 1    | C4<br>Linked Learning pathway opportunities for students                   | Implementation of Linked Learning programs in high schools. Train all administrators on Linked Learning components and support cohort scheduling for additional linked learning pathways. Additional teacher FTE to support cohort scheduling.   | TBD |
| 2021-22 LCAP<br>Goal 2, Action 21   | C5<br>Student Opportunities:<br>College/Career Experiences                 | Coordinate visits to colleges, universities and opportunities with business industry partners. Targeted focus groups include Homeless Youth, Foster Youth, English Learners, and Students with Disabilities <ul style="list-style-type: none"> <li>• Ensure California College Guidance Initiative (CCGI) lessons are being implemented with fidelity and aligned to enrichment activities</li> <li>• College visits will be inclusive of all segments (Community College, CSU, UC, and Private Universities)</li> <li>• Establish partnerships with business industry partners to provide students and parents with experiential and informational experiences</li> <li>• Implement college and career fairs</li> </ul> | TBD |
| 2021-22 LCAP<br>Goal 3, Action 3    | C6<br>Academic Equity: School Psychologists (Special Education)            | School Psychologists <ul style="list-style-type: none"> <li>• Support Student Study Team process</li> <li>• Collaborate with teachers and principals</li> <li>• Provide direct services and supports for students</li> </ul>   | TBD |
| 2021-22 LCAP<br>Goal 3, Action 3    | C7<br>Academic Equity:<br>Coordinator of School Psychologists and          | Special Education Coordinators <ul style="list-style-type: none"> <li>• Professional expertise to supervise and support special education department teams</li> </ul>  | TBD |

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|                                      | Coordinator of Speech Pathologists (Special Education)                       | <ul style="list-style-type: none"> <li>Support professional development for psychologists and speech pathologists, including onboarding and support</li> <li>Support Student Study Team process</li> </ul>  |     |
| 2021-22 LCAP Goal 4                  | C8<br>Academic Equity: Board Certified Behavior Analysts (Special Education) | <p>Board Certified Behavior Analysts (BCBAs)</p> <ul style="list-style-type: none"> <li>Build foundational teaching and learning expectations related to behavior</li> <li>Follow-up support for individual students needing more assistance</li> <li>Support continuum from general education to special education</li> <li>Capacity building for positive behavior supports</li> </ul>  | TBD |
| 2021-22 LCAP Goal 2, Actions 5 and 6 | C9<br>Academic Equity: Secondary ELD Training Specialist                     | <p>Secondary ELD Training Specialist</p> <ul style="list-style-type: none"> <li>Support English Learner (EL) access to all content areas</li> <li>Teacher training and support</li> <li>Professional Learning</li> <li>Support site leaders and teachers with data analysis and review</li> </ul>   | TBD |
| 2021-22 LCAP Goal 2                  | C10<br>Academic Equity: Education Technology Training Specialists            | <p>Education Technology Training Specialist</p> <ul style="list-style-type: none"> <li>Design and develop models of enhanced instruction for teachers</li> <li>Professional learning on core and intervention materials</li> <li>Classroom support for teachers on technology</li> </ul>  | TBD |
|                                      | C11<br>Nutrition Services Hiring Bonuses                                     | Nutrition Services will provide hiring bonuses to ensure access to school meals for our students. Currently the Nutrition Services department has multiple vacancies and is unable to keep pace with hiring and resignations/ retirements. The severe lack of staffing impacts student access to meals due to long lines during the meal periods. Studies show hungry students do not do well academically, develop other health related issues, develop classroom behavioral concerns, and regular school attendance declines. | TBD |
|                                      | C12<br>Nutrition Services: Temporary Increase in Hours for Staff             | This action will increase hours and benefits for employees in Nutrition Services. Extended hours are needed for many of our current food service staff who work 3 hours per day. They are needed in the morning and additionally need to stay later for   | TBD |

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|   |  | cleanup. The increased hours also help with the increased food production needed for lunch. The temporary increases in hours and benefits will help stabilize our workforce, reduce staff turnover, address COVID needs like bell schedules and increased meal counts.   |     |
| 2021-22 LCAP<br>Goal 8, Action 4        | C13<br>Classified Employee<br>Teacher Development<br>Pipeline                                      | This action will create a bachelor degree-credential pathway; the program will allow employees to continue to work while attending evening and online courses. The highlight of the program is providing fiscal resources to help alleviate the financial burdens of pursuing a degree and a teaching credential. We will continue to offer assistance for books, fees and tuition.  | TBD |
| 2021-22 LCAP<br>Goal 8                  | C14<br>Staff Recruitment and<br>Retention  | This action will increase our presence in the community and around the nation to recruit highly qualified individuals and retain valued employees, which will improve student outcomes. Attracting and retaining excellent educators is one of the most important drivers of a well-functioning Human Resources department. It is particularly hard for school districts serving populations of low-income students and students of color, because teacher attrition disproportionately impacts these schools. | TBD |
| 2021-22 LCAP<br>Goal 4                  | C15<br>Safety  | Staffing and resources to support alternative district safety programs that focus on improving school climate and ensuring that students feel welcomed and safe in district schools. Efforts will be focused on preventing and intervening on issues that lead to crisis and violence.   | TBD |
| 2021-22 LCAP<br>Goal 6, Actions 1-<br>4 | C16<br>Data and Assessment<br>Support - Accountability<br>Coordinator and<br>Assessment Technician | This strategic implementation of assessments plus progress monitoring data will create an accurate view of individual student needs that will afford teachers the opportunity to target instruction specific to individual student needs, therefore addressing the learning loss which occurred due to the pandemic.   | TBD |
| 2021-22 LCAP<br>Goal 3                  | C17<br>Educational Technology for<br>Students with Disabilities                                    | Provide educational technology (including hardware, software, and connectivity) for special education students and staff that aids in regular and substantive educational interactions between   | TBD |

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|   |  | students and their special education service providers and special education department staff and families. In addition, investment in staff training and access to technology which improves the preparedness and response efforts of the district in the pandemic.  |     |
| 2021-22 LCAP<br>Goal 3                        | C18<br>Expanded Special<br>Education Staffing                                    | Additional special education staffing to expand student access to appropriately credentialed/licensed special education providers and district access to special education leadership positions, which support the organization and appropriate supervision of staff.   | TBD |
| 2021-22 LCAP<br>Goal 3                        | C19<br>Team Engagement specific<br>to the needs of Students<br>with Disabilities | Invest in opportunities to engage diverse teams to monitor improvement, build professional capacity, and build towards long-term restorative change. This includes investments in adult professional learning for staff and community, stakeholder engagement, and regular collaboration work which fosters continuous improvement practices. | TBD |
| Learning<br>Continuity and<br>Attendance Plan | C20<br>Virtual and remote work<br>supports                                       | Invest in equipment for staff who are working remotely and/or more frequently in a virtual context.   | TBD |



## Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID-19 pandemic. The following is the LEA's plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID-19 pandemic.

| Action Title(s)   | How Progress will be Monitored  | Frequency of Progress Monitoring  |
|---|---|---|
| (A1) Health Services: Nurses and Health Aides<br>(A2) Health Services: Staff to support 504 process and coordinate educational services | <ul style="list-style-type: none"> <li>a. Staff to student caseload ratios</li> <li>b. Number of health screenings performed</li> <li>c. Number of trainings provided</li> <li>d. Percentage of 504 processes completed within established timeline and adhering to all procedural safeguards</li> </ul>                      | <ul style="list-style-type: none"> <li>a. Annually</li> <li>b. Quarterly</li> <li>c. Quarterly</li> <li>d. Quarterly</li> </ul> |
| (A3) Shade Structures to Expand Social Distance Opportunities<br>(A4) Ventilation to provide air exchange at school sites               | <ul style="list-style-type: none"> <li>a. Completion of projects at identified sites.</li> <li>b. Percentage of students with access to shade structures</li> </ul>   | <ul style="list-style-type: none"> <li>a. Ongoing</li> <li>b. Annually</li> </ul>   |
| (A5) Staffing and supplies to mitigate the spread of COVID-19 and safely operate schools  | Number of COVID-19 cases and quarantined students as measured by the district's COVID-19 Dashboard.   | Monthly   |
| (B1) Academic Intervention Teachers at School Sites   | Performance on District Common Assessments in ELA and Math  | 2 Interims (fall and spring) and 1 End-of-Year assessment   |
| (B2) Student Opportunities: Sly Park Trip Fees  | Number and percentage of 6th grade students who participate in the Sly Park Outdoor Education experience  | Annually  |
| (B3) Student Opportunities: Visual and Performing Arts<br>(B4) Healthy HeARTS and Minds Program: Mental Health Support through the Arts | <ul style="list-style-type: none"> <li>a. Weekly check-ins with the teaching artists and mentors by Sacramento County Office of Education (SCOE) staff</li> <li>b. Monthly check-ins with designated school personnel (usually school psychologists or counselors)</li> <li>c. Exit surveys with all participants.</li> </ul> | <ul style="list-style-type: none"> <li>a. Weekly</li> <li>b. Monthly</li> <li>c. Annually (Summative)</li> </ul>                |

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| (B5) Tutoring for Foster and Homeless Youth   | <ul style="list-style-type: none"> <li>a. Number of students served through tutoring efforts</li> <li>b. District common assessment results for Foster and Homeless Youth</li> </ul>   | <ul style="list-style-type: none"> <li>a. Quarterly</li> <li>b. 2 Interims and 1 End-of-Year assessment</li> </ul>  |
| (B6) Positive Behavioral Interventions and Supports: Coaching and Coordination  | <ul style="list-style-type: none"> <li>a. Number of sites fully implementing PBIS model</li> <li>b. Reduction in suspension rate and office referrals</li> </ul>   | <ul style="list-style-type: none"> <li>a. Annually</li> <li>b. Quarterly</li> </ul>   |
| (B7) Attendance and Engagement: Child Welfare and Attendance Specialists  | <ul style="list-style-type: none"> <li>a. Chronic Absenteeism Rate</li> <li>b. Attendance Rate (% of students attending 96% of the time or more)</li> </ul>  | <ul style="list-style-type: none"> <li>a. Quarterly</li> <li>b. Quarterly</li> </ul>  |
| (B8) Student Support: Social Workers and Student Support Center Coordinators<br>(B9) Student Support: Social Workers for LGBTQ Supports | <ul style="list-style-type: none"> <li>a. Percentage of students identified by Early Identification and Intervention System (EIS) that receive responsive services from staff</li> <li>b. Number of Professional Learning opportunities provided and number of staff participating</li> </ul>  | <ul style="list-style-type: none"> <li>a. Quarterly</li> <li>b. Quarterly</li> </ul>  |
| (B10) Student Support: Homeless Services Support Staff<br>(B11) Student Support: Foster Youth Services Staff                            | <ul style="list-style-type: none"> <li>a. Percentage of homeless and foster youth identified by Early Identification and Intervention System (EIS) that receive responsive services from staff</li> <li>b. Attendance rate for FY and HY</li> <li>c. Staff to student caseload ratios for FY and HY</li> </ul>                         | <ul style="list-style-type: none"> <li>a. Quarterly</li> <li>b. Quarterly</li> <li>c. Annually</li> </ul>   |
| (B12) Increase number of sites with expanded learning (Before and After School) Services  | <ul style="list-style-type: none"> <li>a. Number of students served</li> <li>b. Attendance rate of participating students</li> <li>c. Suspension rate of participating students</li> <li>d. Chronic absenteeism rate of participating students</li> <li>e. District common assessment performance of participating students</li> </ul> | <ul style="list-style-type: none"> <li>a. Annually</li> <li>b. Semi-annually</li> <li>c. Semi-annually</li> <li>d. Semi-annually</li> <li>e. 2 Interims and 1 End-of-Year assessment</li> </ul> |
| (B13) Provide expanded summer school programming in 2024  | <ul style="list-style-type: none"> <li>a. Teachers will conduct pre and post assessments</li> <li>b. Kelvin Survey designed around Identity, Agency, Belonging and Mental Health and</li> </ul>  | <ul style="list-style-type: none"> <li>a. At beginning and end of summer programming</li> <li>b. At beginning and end of summer programming</li> </ul>  |

|  | Wellness   |  |
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| (B14) Maintain expansion of Men's and Women's Leadership Academy through 2024  | <ul style="list-style-type: none"> <li>a. Graduation Rate of participants</li> <li>b. Students will be able to develop a college/career path plan.</li> </ul>  | <ul style="list-style-type: none"> <li>a. Annually and ongoing (through on-track graduation status and development of C/C path plans)</li> <li>b. Annually</li> </ul>    |
| (B15) Extend support for American Indian Education Program (AIEP) through 2024   | <ul style="list-style-type: none"> <li>a. Number of students who are accessing AIEP services</li> <li>b. Grades (% receiving D/F grades)</li> <li>c. Attendance rate</li> <li>d. Performance on district common assessments</li> </ul>   | <ul style="list-style-type: none"> <li>a. Annually</li> <li>b. Semi-annually</li> <li>c. Quarterly</li> <li>d. 2 Interims and 1 End-of-Year assessment</li> </ul>        |
| (B16) Expand implementation of Student Ambassador program  | <ul style="list-style-type: none"> <li>a. Number of students serving as ambassadors</li> <li>b. Number of students served by ambassadors.</li> </ul>   | <ul style="list-style-type: none"> <li>a. Annually</li> <li>b. Annually</li> </ul>   |
| (B17) Transformative SEL Support for Schools<br>(B18) Transformative SEL Support for Schools - Restorative Justice<br>(B19) Anti-Racist Materials and Curriculum | <ul style="list-style-type: none"> <li>c. School Climate Survey</li> <li>d. Kelvin Pulse surveys</li> <li>e. Suspension and referral trends - expected decrease, especially for disproportionately suspended student groups</li> <li>f. Site-walk-through observations</li> <li>g. Empathy interviews and focus groups</li> </ul>  | <ul style="list-style-type: none"> <li>a. Two times per year (fall, spring)</li> <li>b. Ongoing</li> <li>c. Quarterly</li> <li>d. Ongoing</li> <li>e. Ongoing</li> </ul> |
| (C1) Guidance and Career Counseling  | <ul style="list-style-type: none"> <li>a. Percentage of K-6 students participating in a college or career awareness experiences</li> <li>b. Percentage of grade 9-12 grade students participating in dual enrollment</li> <li>c. Percentage of grade 9-12 students participating in a college or career awareness event</li> </ul> | <ul style="list-style-type: none"> <li>a. Annually</li> <li>b. Annually</li> <li>c. Annually</li> </ul>  |
| (C2) Establish college and career readiness labs at Middle Schools<br>(C5) Student Opportunities: College/Career Experiences                                     | <ul style="list-style-type: none"> <li>a. Total enrollment and attendance rate in the college and career ready labs</li> <li>b. Number of students enrolling in a high school Career and Technical Education (CTE) pathway</li> <li>c. Number of students completing a specialty HS application.</li> </ul>                        | <ul style="list-style-type: none"> <li>a. Annually</li> <li>b. Annually</li> <li>c. Annually</li> <li>d. Annually</li> <li>e. Annually</li> <li>f. Annually</li> </ul>   |

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|   | <ul style="list-style-type: none"> <li>d. Number of students participating in college/career experiences</li> <li>e. Percentage of students completing the FAFSA</li> <li>f. Percentage of students applying to at least 1 Institution of Higher Education (IHE)</li> </ul>   |  |
| (C3) Implement State Seal of Civic Engagement (SSCE) program for students   | <ul style="list-style-type: none"> <li>a. Total number of students who earn the SSCE</li> <li>b. Number of students completing a service-learning project.</li> </ul>   | <ul style="list-style-type: none"> <li>a. Annually</li> <li>b. Quarterly</li> </ul>  |
| (C4) Linked Learning pathway opportunities for students   | <ul style="list-style-type: none"> <li>a. Total number of students who are enrolled, persist, and ultimately earn 'completer' status</li> <li>b. Number of pathway participants who graduate and complete the A-G course pattern</li> <li>c. Percentage of students receiving 1 or more D/F grades</li> <li>d. Percentage of students earning college credit earning/participating in dual enrollment.</li> </ul> | <ul style="list-style-type: none"> <li>a. Annually</li> <li>b. Annually</li> <li>c. Annually</li> <li>d. Annually</li> </ul>   |
| (C6) Academic Equity: School Psychologists (Special Education)<br>(C7) Academic Equity: Lead School Psychologist and Speech Pathologist (Special Education) | <ul style="list-style-type: none"> <li>a. Number of students served</li> <li>b. Percentage of Student Support Team (SST) meetings that include a school psychologist and/or Speech Pathologist</li> <li>c. Number of professional learning experiences provided</li> </ul>  | <ul style="list-style-type: none"> <li>a. Annually</li> <li>b. Annually</li> <li>c. Annually</li> </ul>  |
| (C8) Academic Equity: Board Certified Behavior Analysts (Special Education)   | <ul style="list-style-type: none"> <li>a. Number of students served</li> <li>b. Suspension rate for students served</li> </ul>  | <ul style="list-style-type: none"> <li>a. Annually</li> <li>b. Annually</li> </ul>   |
| (C9) Academic Equity: Secondary ELD Training Specialist   | <ul style="list-style-type: none"> <li>a. Attendance at ELD/ELA team meetings and one-on-one meetings</li> <li>b. Staff evaluation process</li> <li>c. Principal exit interviews</li> <li>d. Needs assessments</li> <li>e. Teacher surveys</li> </ul>   | <ul style="list-style-type: none"> <li>a. Weekly/monthly</li> <li>b. Initial, mid-year, and end-of-year</li> <li>c. End of Year for exit interviews</li> <li>d. Ongoing</li> <li>e. Ongoing</li> </ul> |

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| (C10) Academic Equity:<br>Education Technology Training<br>Specialists  | <ul style="list-style-type: none"> <li>a. Number of professional learning opportunities provided</li> <li>b. Number of teachers/staff participating</li> <li>c. Completion and availability of enhanced instruction models for teachers</li> </ul>   | <ul style="list-style-type: none"> <li>a. Semi-annually</li> <li>b. Semi-annually</li> <li>c. Annually</li> </ul>            |
| (C11) Nutrition Services Hiring<br>Bonuses<br>(C12) Nutrition Services:<br>Temporary Increase in Hours for<br>Staff | <ul style="list-style-type: none"> <li>a. Number of applicants</li> <li>b. Number of remaining vacancies in Nutrition Services</li> <li>c. Staff turnover rates and total counts of meals served.</li> </ul>   | <ul style="list-style-type: none"> <li>a. Semi-annually</li> <li>b. Semi-annually</li> <li>c. Semi-annually</li> </ul>       |
| (C13) Classified Employee<br>Teacher Development Pipeline   | Monitoring of diversity among teaching staff   | Annually   |
| (C14) Staff Recruitment and<br>Retention  | Number of classroom teacher vacancies  | Annually   |
| (C15) Safety  | Number of police contacts with students  | Quarterly  |
| (C16) Data and Assessment<br>Support - Accountability<br>Coordinator and Assessment<br>Technician                   | <ul style="list-style-type: none"> <li>a. Completion of program effectiveness evaluations</li> <li>b. Administration of MTSS-related assessment programs</li> <li>c. Provision of professional learning to improve data literacy</li> </ul>  | <ul style="list-style-type: none"> <li>a. Annually</li> <li>b. Annually</li> <li>c. Annually</li> </ul>                      |
| (C17) Educational Technology<br>for Students with Disabilities  | <ul style="list-style-type: none"> <li>a. Student and staff access to technology equipment</li> <li>b. Number of reports from families about not being able to contact service providers,</li> <li>c. California Healthy Kids Survey data</li> <li>d. Compliance data regarding special education assessments</li> </ul> | <ul style="list-style-type: none"> <li>a. Annually</li> <li>b. Annually</li> <li>c. Annually</li> <li>d. Annually</li> </ul> |
| (C18) Expanded Special<br>Education Staffing  | <ul style="list-style-type: none"> <li>a. Number of vacant special education positions</li> <li>b. Student to service provider ratios</li> <li>c. Special education staff participation on MTSS and SST site teams.</li> </ul>   | <ul style="list-style-type: none"> <li>a. Annually</li> <li>b. Annually</li> <li>c. Annually</li> </ul>                      |

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| <p>(C19) Team Engagement specific to the needs of Students with Disabilities</p> | <ul style="list-style-type: none"> <li>a. Number of offers for adult professional learning opportunities</li> <li>b. Participation rates in trainings and collaboration</li> <li>c. Review of requests for feedback regarding learning opportunities</li> </ul> | <ul style="list-style-type: none"> <li>a. Annually</li> <li>b. Annually</li> <li>c. Ongoing</li> </ul> |
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# ESSER III Expenditure Plan Instructions

## Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before September 30, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
  - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at <https://www.cde.ca.gov/fq/cr/arpact.asp>.

For technical assistance related to the completion of the ESSER III Expenditure Plan, please contact [EDReliefFunds@cde.ca.gov](mailto:EDReliefFunds@cde.ca.gov).

## Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.

- For purposes of this requirement, “evidence-based interventions” include practices or programs that have evidence to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:
  - **Tier 1 – Strong Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
  - **Tier 2 – Moderate Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
  - **Tier 3 – Promising Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
  - **Tier 4 – Demonstrates a Rationale:** practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
- For additional information please see the Evidence-Based Interventions Under the ESSA web page at <https://www.cde.ca.gov/re/es/evidence.asp>.
- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
  - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
  - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
  - Any activity authorized by the Adult Education and Family Literacy Act;
  - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
  - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
  - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
  - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
  - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
  - Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
  - Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under



IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;

- Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
- Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
- Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;
- Addressing learning loss among students, including underserved students, by:
  - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
  - Implementing evidence-based activities to meet the comprehensive needs of students,
  - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
  - Tracking student attendance and improving student engagement in distance education;

**Note:** A definition of “underserved students” is provided in the Community Engagement section of the instructions.

- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;
- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

## Other LEA Plans Referenced in this Plan

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of “Not Applicable” in the table.

## Summary of Expenditures

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

### Instructions

For the ‘Total ESSER III funds received by the LEA,’ provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the ‘Total ESSER III funds included in this plan,’ provide the total amount of ESSER III funds being used to implement actions in the plan.

## Community Engagement

### Purpose and Requirements

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA’s plan must be tailored to the specific needs faced by students and schools. These community members will have significant insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID–19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;

- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

“Meaningful consultation” with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
  - For purposes of this requirement “underserved students” include:
    - Students who are low-income;
    - Students who are English learners;
    - Students of color;
    - Students who are foster youth;
    - Homeless students;
    - Students with disabilities; and
    - Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE’s website: <https://www.cde.ca.gov/re/lc>.

## Instructions

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

### **A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.**

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of "meaningful consultation" with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

### **A description of how the development of the plan was influenced by community input.**

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA's plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, "aspects" may include:
  - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;
  - Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);
  - Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
  - Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education's Roadmap to Reopening Safely and Meeting All Students' Needs Document, available here: <https://www2.ed.gov/documents/coronavirus/reopening-2.pdf>.

# Planned Actions and Expenditures

## Purpose and Requirements

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

## Instructions

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

## Strategies for Continuous and Safe In-Person Learning

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

## Addressing the Impact of Lost Instructional Time

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).

- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

### **Use of Any Remaining Funds**

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate "\$0".

### **Ensuring Interventions are Addressing Student Needs**

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID-19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions' progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education  
June 2021

DRAFT



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1

**Meeting Date:** September 16, 2021

**Subject:** **Comprehensive Coordinated Early Intervening Services Plan (CCEIS) to Address Significant Disproportionality**

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

**Division:** Academic Office: Special Education

**Recommendation:** Information Item Only

**Background/Rationale:** The California Department of Education (CDE) has identified the Sacramento City Unified School District as significantly disproportionate based on race or ethnicity with respect to the identification of children with disabilities and type of disciplinary actions, including suspensions and expulsions. Specifically, SCUSD is significantly disproportionate in:

- Identification
  - African American students with respect to the eligibility of Emotional Disturbance
- Discipline
  - African American students greater than 10 days out-of-school

**Financial Considerations:** Under the Federal Individuals with Disabilities Education Act (IDEA) requirements, if an LEA is identified as significantly disproportionate, the LEA must reserve 15 percent of its 611 and 619 IDEA grant funds to provide CCEIS to students in the LEA. Use of funds within the plan should occur within the allowable CCEIS budget period. SCUSD Significant Disproportionality 15% reserve is \$ 2,781,734.00.



**LCAP Goal(s):** 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/DBDM

**Documents Attached:**

1. CCEIS Plan Presentation

|  |
|--|
| <p><b>Estimated Time of Presentation:</b> 10 minutes<br/><b>Submitted by:</b> Geovanni Linares, Special Education Director<br/><b>Approved by:</b> Dr. Sadie Hedegard, Assistant Superintendent,<br/>Special Education</p> |
|--|

# Board of Education Executive Summary

## Department Name

Comprehensive Coordinated Early Intervening Services Plan (CCEIS) to Address Significant Disproportionality  
September 16, 2021



### I. OVERVIEW / HISTORY

The Sacramento City Unified District continues to be identified by the California Department of Education (CDE) as a District with Significant Disproportionality.

Significant Disproportionality is the identification of disproportionality for three consecutive years in the same indicator and category of disproportionality. Disproportionality is the overrepresentation of a specific race or ethnicity identified in one or more of four areas: identification of a disability in general; identification of a specific race or ethnicity in a specific disability category; discipline; and placement.

As a District, we are significantly disproportionate in:

- African American Students Disciplined greater than 10 days Out of School
- African American Students with Emotional Disturbance

Under the Federal Individuals with Disabilities Education Act (IDEA) requirements, if a local educational agency (LEA) is identified as significantly disproportionate, the LEA must reserve 15 percent of its 611 and 619 IDEA grant funds to provide Comprehensive Coordinated Early Intervening Services (CCEIS) to students in the LEA. These services are for children from age 3 through grade 12, particularly, but not exclusively, children in those groups that were significantly over-identified who need additional academic and behavioral supports.

LEAs identified as significantly disproportionate engage in a process for systems change designed to provide LEA and school improvement teams with knowledge and technical expertise to develop a thorough understanding of problems, issues, and concerns in their schools, and what action needs to be taken to address disproportionality. This is called the Programmatic Improvement Process.

In 2020-2021, the District began the programmatic Improvement Process to address a non-compliant plan and has continued the process through the support of our Technical Assistance Facilitator, Dr. Jon Eyler.

This presentation provides an update on the process thus far and a first-look at the root cause analysis, key findings, and potential action items identified by our stakeholder group.

### II. DRIVING GOVERNANCE

# Board of Education Executive Summary

## Department Name

Comprehensive Coordinated Early Intervening Services Plan (CCEIS) to Address Significant Disproportionality  
September 16, 2021



### Board Policy 0410 Nondiscrimination in District Programs and Activities

The Governing Board is committed to equal opportunity for all individuals in district programs and activities. District programs and activities shall be free from discrimination based on race, color, ancestry, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; 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.

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

## II. BUDGET

The District's Comprehensive Coordinated Early Intervening Services Plan will help the District continue to work towards a cohesive system of support for all students.

## IV. GOALS, OBJECTIVES, AND MEASURES

To support the development and implementation of a Coordinated Intervention Plan across all sites with common definitions, language and purpose to ensure that the appropriate supports and services are provided equitably across the system.

## V. MAJOR INITIATIVES

The major initiatives involved in the CCEIS Plan include

- Data Based Decision Making
- MTSS
- Site & District Discipline

# Board of Education Executive Summary

## Department Name

Comprehensive Coordinated Early Intervening Services Plan (CCEIS) to  
Address Significant Disproportionality  
September 16, 2021



### VI. RESULTS

The Leadership & Stakeholder Teams have gone through the Programmatic Improvement process steps to analyze District-wide data.

The team utilized the NYU Workbook on District Disproportionality. This workbook is based on District CALPADS data and looks at trends across the district regarding special education. Specifically, the workbook provided information regarding composition by Race/ Ethnicity, Classification Rates of Disability and Race/ Ethnicity, Risk Ratios by Race/ Ethnicity, and many more.

Additionally, the team reviewed current policies and procedures to identify how those systems may play a role in how we currently support students.

The Stakeholder Team also reviewed information from other supporting groups and organizations like the African American Advisory Board to better inform how the system is currently supporting students and how that experience is being felt.

Lastly, the Stakeholder team conducted an initiatives review to identify how current SCUSD priorities are aligned to the identified areas of need and how the Programmatic Improvement Process may inform opportunities to strengthen cohesion efforts.

### VII. LESSONS LEARNED / NEXT STEPS

1. Continue with Plan development for on-time and compliant submission to CDE by September 30, 2021.
2. Continue working with Stakeholder Team to continuously develop, evaluate, and adjust plan.
3. Provide tangible updates so as to show how the work is happening
4. Present and seek input from our Governing Board



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.2

**Meeting Date:** October 7, 2021

**Subject:** Facilities Master Plan Update

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/ (Action Anticipated: October 21, 2021)
- Conference/Action
- Action
- Public Hearing

**Division:** Facility Support Services

**Recommendation:** N/A

**Background/Rationale:** DLR Group (DLR) was selected to prepare the District's 5-year Facilities Master Plan (FMP) in June 2019. The District's FMP is defined as a collection of data that serves as a basis for planning future facility improvements, providing a rationale to the school community and public for the use of capital project funds.

Over a period of two years, DLR has completed a series of meetings and workshops with District Leaders and the Core Planning Group, a committee of District employees and Community Leaders. The meetings concluded this June. Additionally, DLR performed site assessments for 93 District sites, assessing them for safety and security, technological adequacy, current utilization rate and growth potential, facilities condition, energy use, and most importantly, educational adequacy.

Additionally, an "equity index" was developed to assist in identifying funding priorities based on neighborhood and student data. The index was developed with the help of RSS Consulting, a specialist in equity issues. The site assessments and the equity index are combined to create the criteria used to prioritize projects.

Finally, a series of Community Forums were held in mid-August and input was received from the community. That input will be included in the final version of the facilities plan. The major deliverable will include a working website showing the findings and recommendations for each school site.

**Financial Considerations:** The District's Facilities Master Plan (FMP) provides the assessments, educational planning assessment, vision, and criteria to develop the capital project priority list. The first set of projects will be selected and brought forward for Board consideration once the District's Facilities Plan is approved, scheduled for approval in October 21, 2021.

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

**Documents Attached:**

1. Executive Summary

|  |
|--|
| <p><b>Estimated Time of Presentation:</b> 20 minutes<br/><b>Submitted by:</b> Rose F. Ramos, Chief Business Officer<br/><b>Approved by:</b> Jorge A. Aguilar, Superintendent</p> |
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# Board of Education Executive Summary

## Facilities Support Services

Facilities Master Plan Update

October 7, 2021



### I. OVERVIEW / HISTORY

The District issued a Request for Proposal on February 15, 2019. After a competitive selection process, DLR Group was selected as the planning team most qualified to perform the work. On June 20, 2019, The Board approved a contract with the DLR Group (DLR) to prepare the District's 5-year Facilities Master Plan (FMP). The District's FMP is defined as a collection of data that serves as a basis for planning future facility improvements, providing a rationale to the school community and public for the use of capital project funds and facility initiatives. DLR was asked to assess all District sites in the areas of energy, HVAC systems, technology, security, and educational adequacy. These assessments form the basis for the Facilities Condition Index (FCI). DLR was also asked to prepare an equity index and project priority methodology, to help prioritize capital improvement projects.

Over the last two years, the DLR team walked all District sites with Facilities Staff and met with site leadership. The Facilities condition assessments and the energy audits for each site are complete. These assessments have been placed in "School Dude," the District's maintenance software program.

DLR has conducted several meetings with District Leaders and led several workshops with the Core Planning Group (CPG) and the Steering Committee, which concluded in June 2021. DLR has created a web-accessible database showing the potential improvements to each school site, the underlying project costs, and the combined costs for the overall program. An "equity index" and four guiding principles were developed in three workshops with the Core Planning Group, conducted by RSS Consulting. The index includes information about District neighborhoods, student need, and the FCI. The resulting product is a set of three criteria which will be used to prioritize projects.

In August of 2021, five online Community Forums were held to share the progress of the FMP and obtain stakeholder feedback. At the September 8, 2021 Special Board Meeting staff conducted a FMP workshop and shared stakeholder feedback. The September 8, 2021 FMP workshop provided additional information with a focus on the Facilities Condition Index, equity index, project priority criteria, and next steps for the program.

At the October 7, 2021 Board Meeting, staff will share additional information on the FMP.

### II. DRIVING GOVERNANCE

Board Policy 7110 states:

The Superintendent or designee shall develop and maintain a master plan for district facilities. This plan shall describe the district's anticipated school facilities needs and priorities. It shall also identify funding sources and timelines for building. The plan shall be reviewed at regular intervals specified within the plan.

The plan shall be based on an assessment of the district's short and long-term facility needs, considering:

# Board of Education Executive Summary

## Facilities Support Services

Facilities Master Plan Update

October 7, 2021



1. The District's educational goals
2. Current and projected educational program requirements
3. Student safety and welfare
4. An evaluation of existing buildings and needs for modernization, renovation, and new construction
5. Estimated costs associated with meeting the district's facility needs
6. The community's social, economic, and political characteristics
7. State planning standards and local zoning requirements
8. Current and projected school enrollments for each grade level, based on residential housing growth patterns in accordance with city/county general plans and other demographic factors

### III. BUDGET

The Facilities Master Plan will help the District prioritize capital improvement projects.

### IV. GOALS, OBJECTIVES, AND MEASURES

To provide safe, environmentally adaptable, modern schools and playfields.

### V. MAJOR INITIATIVES

The Facilities Condition Assessment and equity index are complete. The equity index includes demographic data from District neighborhoods and student data from the Local Control and Accountability Plan (LCAP). Three criteria have been developed to guide the District in prioritizing facility projects.

### VI. RESULTS

District Staff has completed the facilities plan, a data-driven approach to prioritizing projects for implementation that includes the condition of existing buildings and/or infrastructure, student needs as identified in the LCAP, need for adequate space to accommodate programs, demographic data, and an analysis of capacity needed to serve the future student population.

### VII. LESSONS LEARNED / NEXT STEPS

1. Incorporate input from the Community Forums, which concluded in August 2021;
2. Share the facilities planning website, which includes facilities assessments, a detailed educational plan for each site, and the project priority methodology;
3. Present and seek input from the Board in the second sharing of the master planning process;
4. Seek Board approval of the District's Facilities Plan in the Fall, 2021;
5. Initiate a first set of projects for the Board's consideration





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1

**Meeting Date:** October 7, 2021

**Subject:** Public Hearing: AB 1200 Disclosure and Approval of Teamsters  
Summer School Program 2020-21 SY MOU

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

**Division:** Legal Services; Business Services

**Recommendation:** Approve MOU between SCUSD and Teamsters regarding Summer School Program 2020-21 SY

**Background/Rationale:** The MOU states that Teamsters employees assigned to work sites directly supporting the Summer School Program 2020-21 SY be provided a stipend of \$750 each for their summer service. The MOU is non-precedent setting.

**Financial Considerations:** Expanded Learning Opportunities COVID one time funding source will be used to fund the one-time costs of \$32,808.60 in salaries and benefits. Funds were previously budgeted for salaries and benefits under the ELO grant for Summer Programming.

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

**Documents Attached:**

1. Teamsters MOU
2. AB 1200 Disclosure

|  |
|--|
| <p><b>Estimated Time of Presentation:</b> 10 Minutes<br/><b>Submitted by:</b> Raoul Bozio, In House Counsel<br/><b>Approved by:</b> Jorge A. Aguilar, Superintendent</p> |
|--|

**SACRAMENTO COUNTY OFFICE OF EDUCATION**  
**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**  
 In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

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

**The proposed agreement covers the period beginning:** August 27, 2021 and ending: Last Day of Summer Program 2021  
 (date) (date)

**The Governing Board will act upon the agreement on:** October 7, 2021  
 (date)

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

**A. Proposed Change in Compensation**

| Compensation  | Annual             | Fiscal Impact of Proposed Agreement |                     |                     |
|---|--------------------|-------------------------------------|---------------------|---------------------|
|   | Cost Prior to      | Year 1                              | Year 2              | Year 3              |
|   | Proposed Agreement | Increase (Decrease)                 | Increase (Decrease) | Increase (Decrease) |
|   | FY 21-22           | FY21-22                             | FY 22-23            | FY 23-24            |
| 1 Salary Schedule<br>(This is to include Step and Columns, which is also reported separately in Item 6) | \$3,583,889.05     |                                     |                     |                     |
|   |                    | 0.00%                               | 0.00%               | 0.00%               |
| 2 Other Compensation<br>Stipends  |                    | \$24,750.00                         |                     |                     |
|   |                    | #DIV/0!                             | 0.00%               | 0.00%               |
| Description of other compensation   |                    |                                     |                     |                     |
| 3 Statutory Benefits - STRS, PERS, FICA<br>WE, UI, Medicare, etc.                                       | \$1,567,779.70     | \$8,058.60                          |                     |                     |
|   |                    | 0.51%                               | 0.00%               | 0.00%               |
| 4 Health/Welfare Plans  | \$1,608,497.40     |                                     |                     |                     |
|   |                    |                                     |                     |                     |
| 5 Total Compensation - Add Items 1 through 4 to equal 5   | \$6,760,166.15     | \$32,808.60                         | \$0.00              | \$0.00              |
|   |                    | 0.49%                               | 0.00%               | 0.00%               |
| 6 Step and Column - Due to movement plus any changes due to settlement. This is a subset of Item No. 1  | \$0.00             |                                     |                     |                     |
| 7 Total Number of Represented Employees (Use FTEs if appropriate)                                       | 74.20              | 33.00                               |                     |                     |
| 8 Total Compensation Average Cost per Employee  | \$91,107.36        | \$994.20                            | 0.00                | 0.00                |
|   |                    | 1.09%                               | 0.00%               | 0.00%               |

\*Year 1 FTE based on number of Teamsters members eligible to receive the stipend (33).

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

This is a one-time \$750 stipend for providing support and assisting with implementation of protocols related to health, safety and site procedures necessary to facilitate the 2021 Summer Learning Program. Of the total Teamsters membership, 33 are eligible to receive the stipend related to supporting the 2021 Summer Learning Program.

10. Were any additional steps, columns, or range added to the schedule? (If yes, please explain.)

N/A

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

The District is projecting approximately 1 stipend each for 33 Teamsters members that worked supporting the 2021 Summer Learning Program. Total estimated cost including benefits of \$32,808.60.

12. Does this bargaining unit have a negotiated cap for Health & Welfare      Yes      | No

If yes, please describe the cap amount.

The District pays 100% of employee only, employee + 1 and the Family rate for medical plans.

B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing rations, etc.)

Teamsters members provided additional support for the the 2021 Summer Learning Program.

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

A portion of the teamsters members provided additional supports and services necessary to facilitate the 2021 Summer Learning Program which was an initiative of the district to address learning loss as a result of the COVID-19 pandemic.

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

NA

**E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenue and other financing sources in a given year. If yes, explain the amounts and justification for doing so.**

No

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

N/A

**G. Source of Funding for Proposed Agreement**

**1. Current Year**

The District will be utilizing restricted federal CARES Act & state COVID relief funds to cover the projected costs related to this MOU.

**2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?**

Single year agreement for one-time stipend, no future funding source necessary.

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

N/A

|

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

**Enter Bargaining Unit: Unrestricted General Fund  
Teamsters**

|   | Column 1   | Column 2                              | Column 3        | Column 4                             |
|---|--|---------------------------------------|-----------------|--------------------------------------|
|   | Latest Board - Approved Budget Before Settlement (As of 6/25/2021) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| <b>REVENUES</b>   |  |                                       |                 |                                      |
| Revenue Limit Sources (8010-8099)                       | \$430,509,685  |                                       |                 | \$430,509,685                        |
| Remaining Revenues (8100-8799)                          | \$13,296,212   |                                       |                 | \$13,296,212                         |
| <b>TOTAL REVENUES</b>                                   | \$443,805,897  | \$0                                   | \$0             | \$443,805,897                        |
| <b>EXPENDITURES</b>                                     |  |                                       |                 |                                      |
| Certificated Salaries (1000-1999)                       | \$166,630,869  |                                       |                 | \$166,630,869                        |
| Classified Salaries (2000-2999)                         | \$36,428,673   |                                       |                 | \$36,428,673                         |
| Employee Benefits (3000-3999)                           | \$118,719,397  |                                       |                 | \$118,719,397                        |
| Books and Supplies (4000-4999)                          | \$13,001,548   |                                       |                 | \$13,001,548                         |
| Services, Other Operating Expenses (5000-5999)          | \$25,422,455   |                                       |                 | \$25,422,455                         |
| Capital Outlay (6000-6999)                              | \$72,200   |                                       |                 | \$72,200                             |
| Other Outgo (7100-7299) (7400-7499)                     | \$1,150,000  |                                       |                 | \$1,150,000                          |
| Direct Support/Indirect Cost (7300-7399)                | -\$7,067,842   |                                       |                 | -\$7,067,842                         |
| Other Adjustments                                       | \$0  |                                       |                 | \$0                                  |
| <b>TOTAL EXPENDITURES</b>                               | \$354,357,300  | \$0                                   | \$0             | \$354,357,300                        |
| <b>OPERATING SURPLUS (DEFICIT)</b>                      | \$89,448,597   | \$0                                   | \$0             | \$89,448,597                         |
| <b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>     | \$2,050,301  |                                       |                 | \$2,050,301                          |
| <b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>       | \$0  |                                       |                 | \$0                                  |
| <b>CONTRIBUTIONS (8980-8999)</b>                        | -\$98,193,763  |                                       |                 | -\$98,193,763                        |
| <b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b> | -\$6,694,865   | \$0                                   | \$0             | -\$6,694,865                         |
| <b>BEGINNING BALANCE</b>                                | \$103,708,114  |                                       |                 | \$103,708,114                        |
| Prior-Year Adjustments/Restatements (9793/9795)         |  |                                       |                 | \$0                                  |
| <b>CURRENT-YEAR ENDING BALANCE</b>                      | \$97,013,249   | \$0                                   | \$0             | \$97,013,249                         |
| <b>COMPONENTS OF ENDING BALANCE:</b>                    |  |                                       |                 |                                      |
| Reserved Amounts (9711-9740)                            | \$51,282,091   |                                       |                 | \$51,282,091                         |
| Reserved for Economic Uncertainties (9770)              | \$11,727,858   |                                       |                 | \$11,727,858                         |
| Designated Amounts (9775-9780)                          |  |                                       |                 | \$0                                  |
| Unappropriated Amounts (9790)                           | \$34,003,300   | \$0                                   | \$0             | \$34,003,300                         |

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

**Restricted General Fund  
Teamsters**

Enter Bargaining Unit:

|   | Column 1   | Column 2                              | Column 3        | Column 4                             |
|---|--|---------------------------------------|-----------------|--------------------------------------|
|   | Latest Board - Approved Budget Before Settlement (As of 6/25/2021) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| <b>REVENUES</b>   |  |                                       |                 |                                      |
| Revenue Limit Sources (8010-8099)                       | \$2,240,374  |                                       |                 | \$2,240,374                          |
| Remaining Revenues (8100-8799)                          | \$113,222,805  |                                       |                 | \$113,222,805                        |
| <b>TOTAL REVENUES</b>                                   | \$115,463,179  | \$0                                   | \$0             | \$115,463,179                        |
| <b>EXPENDITURES</b>                                     |  |                                       |                 |                                      |
| Certificated Salaries (1000-1999)                       | \$59,174,983   |                                       |                 | \$59,174,983                         |
| Classified Salaries (2000-2999)                         | \$25,291,643   | \$24,750                              |                 | \$25,316,393                         |
| Employee Benefits (3000-3999)                           | \$70,609,748   | \$8,059                               |                 | \$70,617,807                         |
| Books and Supplies (4000-4999)                          | \$16,442,651   | \$0                                   |                 | \$16,442,651                         |
| Services, Other Operating Expenses (5000-5999)          | \$56,623,418   |                                       |                 | \$56,623,418                         |
| Capital Outlay (6000-6999)                              | \$1,709,322  |                                       |                 | \$1,709,322                          |
| Other Outgo (7100-7299) (7400-7499)                     | \$0  |                                       |                 | \$0                                  |
| Direct Support/Indirect Cost (7300-7399)                | \$5,767,662  |                                       |                 | \$5,767,662                          |
| Other Adjustments                                       |  |                                       |                 | \$0                                  |
| <b>TOTAL EXPENDITURES</b>                               | \$235,619,426  | \$32,809                              | \$0             | \$235,652,235                        |
| <b>OPERATING SURPLUS (DEFICIT)</b>                      | -\$120,156,248   | \$0                                   | \$0             | -\$120,156,248                       |
| <b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>     |  |                                       |                 | \$0                                  |
| <b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>       |  |                                       |                 | \$0                                  |
| CONTRIBUTIONS (8980-8999)                               | \$98,193,763   |                                       |                 | \$98,193,763                         |
| <b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b> | -\$21,962,485  | \$0                                   | \$0             | -\$21,962,485                        |
|   |  |                                       |                 |                                      |
| <b>BEGINNING BALANCE</b>                                | \$22,198,603   |                                       |                 | \$22,198,603                         |
| Prior-Year Adjustments/Restatements (9793/9795)         |  |                                       |                 | \$0                                  |
| <b>CURRENT-YEAR ENDING BALANCE</b>                      | \$236,119  | \$0                                   | \$0             | \$236,119                            |
| <b>COMPONENTS OF ENDING BALANCE:</b>                    |  |                                       |                 |                                      |
| Reserved Amounts (9711-9740)                            |  | \$0                                   |                 | \$0                                  |
| Reserved for Economic Uncertainties (9770)              |  |                                       |                 | \$0                                  |
| Designated Amounts (9775-9780)                          |  |                                       |                 | \$0                                  |
| Unappropriated Amounts (9790)                           | \$236,119  | \$0                                   | \$0             | \$236,119                            |

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

**Enter Bargaining Unit:** **Combined General Fund  
Teamsters**

|   | Column 1   | Column 2                              | Column 3        | Column 4                             |
|---|--|---------------------------------------|-----------------|--------------------------------------|
|   | Latest Board - Approved Budget Before Settlement (As of 6/25/2021) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| <b>REVENUES</b>   |  |                                       |                 |                                      |
| Revenue Limit Sources (8010-8099)                       | \$432,750,059  | \$0                                   | \$0             | \$432,750,059                        |
| Remaining Revenues (8100-8799)                          | \$126,519,017  | \$0                                   | \$0             | \$126,519,017                        |
| <b>TOTAL REVENUES</b>                                   | \$559,269,076  | \$0                                   | \$0             | \$559,269,076                        |
| <b>EXPENDITURES</b>                                     |  |                                       |                 |                                      |
| Certificated Salaries (1000-1999)                       | \$225,805,852  | \$0                                   | \$0             | \$225,805,852                        |
| Classified Salaries (2000-2999)                         | \$61,720,316   | \$24,750                              | \$0             | \$61,745,066                         |
| Employee Benefits (3000-3999)                           | \$189,329,145  | \$8,059                               | \$0             | \$189,337,204                        |
| Books and Supplies (4000-4999)                          | \$29,444,199   | \$0                                   | \$0             | \$29,444,199                         |
| Services, Other Operating Expenses (5000-5999)          | \$82,045,873   | \$0                                   | \$0             | \$82,045,873                         |
| Capital Outlay (6000-6999)                              | \$1,781,522  | \$0                                   | \$0             | \$1,781,522                          |
| Other Outgo (7100-7299) (7400-7499)                     | \$1,150,000  | \$0                                   | \$0             | \$1,150,000                          |
| Direct Support/Indirect Cost (7300-7399)                | -\$1,300,180   | \$0                                   | \$0             | -\$1,300,180                         |
| Other Adjustments                                       | \$0  | \$0                                   | \$0             | \$0                                  |
| <b>TOTAL EXPENDITURES</b>                               | \$589,976,726  | \$32,809                              | \$0             | \$590,009,535                        |
| <b>OPERATING SURPLUS (DEFICIT)</b>                      | -\$30,707,651  | \$0                                   | \$0             | -\$30,707,651                        |
| <b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>     | \$2,050,301  | \$0                                   | \$0             | \$2,050,301                          |
| <b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>       | \$0  | \$0                                   | \$0             | \$0                                  |
| <b>CONTRIBUTIONS (8980-8999)</b>                        | \$0  | \$0                                   | \$0             | \$0                                  |
| <b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b> | -\$28,657,350  | \$0                                   | \$0             | -\$28,657,350                        |
| <b>BEGINNING BALANCE</b>                                | \$125,906,717  |                                       |                 | \$125,906,717                        |
| Prior-Year Adjustments/Restatements (9793/9795)         | \$0  |                                       |                 | \$0                                  |
| <b>CURRENT-YEAR ENDING BALANCE</b>                      | \$97,249,368   | \$0                                   | \$0             | \$97,249,368                         |
| <b>COMPONENTS OF ENDING BALANCE:</b>                    | \$0  |                                       |                 |                                      |
| Reserved Amounts (9711-9740)                            | \$51,282,091   | \$0                                   | \$0             | \$51,282,091                         |
| Reserved for Economic Uncertainties (9770)              | \$11,727,858   | \$0                                   | \$0             | \$11,727,858                         |
| Designated Amounts (9775-9780)                          | \$0  | \$0                                   | \$0             | \$0                                  |
| Unappropriated Amounts - Unrestricted (9790)            | \$34,003,300   | \$0                                   | \$0             | \$34,003,300                         |
| Unappropriated Amounts - Restricted (9790)              | \$236,119  | \$0                                   | \$0             | \$236,119                            |
| Reserve for Economic Uncertainties Percentage           | 2.0%   |                                       |                 | 2.0%                                 |



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

| Enter Bargaining Unit:                                    | Combined General Fund<br>Teamsters       |   |  |
|---|--|---|--|
|   | Total Current Budget After<br>Settlement | First Subsequent Year After<br>Settlement | Second Subsequent Year After<br>Settlement |
| <b>REVENUES</b>   |  |   |  |
| Revenue Limit Sources (8010-8099)                         | \$432,750,059                            | \$437,589,047                             | \$427,165,890                              |
| Remaining Revenues (8100-8799)                            | \$126,519,017                            | \$119,724,250                             | \$115,604,311                              |
| <b>TOTAL REVENUES</b>                                     | <b>\$559,269,076</b>                     | <b>\$557,313,297</b>                      | <b>\$542,770,201</b>                       |
| <b>EXPENDITURES</b>                                       |  |   |  |
| Certificated Salaries (1000-1999)                         | \$225,805,852                            | \$235,962,303                             | \$218,880,000                              |
| Classified Salaries (2000-2999)                           | \$61,745,066                             | \$62,194,510                              | \$60,070,720                               |
| Employee Benefits (3000-3999)                             | \$189,337,204                            | \$201,165,506                             | \$199,791,790                              |
| Books and Supplies (4000-4999)                            | \$29,444,199                             | \$26,162,386                              | \$15,810,237                               |
| Services, Other Operating Expenses (5000-5999)            | \$82,045,873                             | \$83,055,885                              | \$75,935,632                               |
| Capital Outlay (6000-6999)                                | \$1,781,522                              | \$1,781,522                               | \$2,594,860                                |
| Other Outgo (7100-7299) (7400-7499)                       | \$1,150,000                              | \$1,150,000                               | \$1,110,300                                |
| Direct Support/Indirect Cost (7300-7399)                  | -\$1,300,180                             | -\$1,300,180                              | -\$1,072,670                               |
| Other Adjustments   | \$0                                      | -\$1,627,447                              | -\$2,310,512                               |
| <b>TOTAL EXPENDITURES</b>                                 | <b>\$590,009,535</b>                     | <b>\$608,544,485</b>                      | <b>\$570,810,357</b>                       |
| <b>OPERATING SURPLUS (DEFICIT)</b>                        | <b>-\$30,740,459</b>                     | <b>-\$51,231,188</b>                      | <b>-\$28,040,156</b>                       |
| <b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>       | <b>\$2,050,301</b>                       | <b>\$2,050,301</b>                        | <b>\$2,050,301</b>                         |
| <b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>         | <b>\$0</b>                               | <b>\$0</b>                                | <b>\$0</b>                                 |
| <b>CONTRIBUTIONS (8980-8999)</b>                          |  |   |  |
| <b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>   | <b>-\$28,690,158</b>                     | <b>-\$49,180,887</b>                      | <b>-\$25,989,855</b>                       |
| <b>BEGINNING BALANCE</b>                                  | <b>\$125,906,717</b>                     | <b>\$97,216,559</b>                       | <b>\$48,035,672</b>                        |
| <b>CURRENT-YEAR ENDING BALANCE</b>                        | <b>\$97,216,559</b>                      | <b>\$48,035,672</b>                       | <b>\$22,045,817</b>                        |
| <b>COMPONENTS OF ENDING BALANCE:</b>                      |  |   |  |
| Reserved Amounts (9711-9740)                              | \$51,282,091                             | \$29,861,372                              | \$9,934,619                                |
| Reserved for Economic Uncertainties - Unrestricted (9770) | \$11,727,858                             | \$12,129,884                              | \$12,098,312                               |
| Reserved for Economic Uncertainties - Restricted (9770)   | \$0                                      |   |  |
| Board Designated Amounts (9775-9780)                      | \$0                                      | \$0                                       | \$0  |
| Unappropriated Amounts - Unrestricted (9790)              | \$33,970,491                             | \$6,044,416                               | \$12,886                                   |
| Unappropriated Amounts - Restricted (9790)                | \$236,119                                | \$0                                       | \$0  |

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

**1. State Reserve Standard**

|    |   |               |               |               |
|----|---|---------------|---------------|---------------|
|    |   |               |               |               |
| a. | Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)  | \$590,009,535 | \$608,544,485 | \$570,810,357 |
| b. | State Standard Minimum Reserve Percentage for this District enter percentage:   | 2%            | 2%            | 2%            |
| c. | State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, OR \$50,000 | \$11,800,191  | \$12,170,890  | \$11,416,207  |

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

|    |  |              |              |              |
|----|--|--------------|--------------|--------------|
| a. | General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)      | \$11,727,858 | \$12,129,884 | \$12,098,312 |
| b. | General Fund Budgeted Unrestricted Unappropriated Amount (9790)                      | \$33,970,491 | \$6,044,416  | \$12,886     |
| c. | Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770) | \$0          | \$0          | \$0          |
| d. | Special Reserve Fund (Fund 17) Budgeted Unappropriate Amount (9790)                  |              |              |              |
| g. | Total Available Reserves   | \$45,698,349 | \$18,174,300 | \$12,111,198 |
| h. | Reserve for Economic Uncertainties Percentage  | 7.7%         | 3.0%         | 2.1%         |

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

|          |     |                                     |    |                          |
|----------|-----|-------------------------------------|----|--------------------------|
| FY 20-21 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| FY 21-22 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| FY 22-23 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |

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

N/A

**5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below: N/A**

**6. Please include any additional comments and explanation of Page 4 if necessary:**

**L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICTS ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Sacramento City Unified School District, hereby certify that the District can meet the costs incurred under the Memorandum of Understanding between the District and the Teamsters, during the term of the agreement through the last day of the 2021 Summer Learning Program.

The budget revisions necessary to meet the costs of the agreement is each year of its term are as follows:

| <u>Budget Adjustment Categories:</u>      | <u>Budget Adjustment Increase (Decrease)</u> |
|---|--|
| <u>Revenues/Other Financing Sources</u>   | _____  |
| <u>Expenditures/Other Financing Uses</u>  | _____  |
| <u>Ending Balance Increase (Decrease)</u> | _____  |

N/A \_\_\_\_\_ (No budget revisions necessary)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Officer  
(Signature)

\_\_\_\_\_  
Date

**M. CERTIFICATION NO. 2**

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on October 7, 2021, took action to approve the proposed Agreement with the Bargaining Unit.

\_\_\_\_\_  
President (or Clerk), Governing Board  
(Signature)

\_\_\_\_\_  
Date



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.2

**Meeting Date:** October 7, 2021

**Subject:** Public Hearing: Approval of UPE Article 5 Evaluation Tentative Agreement

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

**Division:** Legal Services

**Recommendation:** Approve tentative agreement between SCUSD and UPE regarding Article 5 (Evaluation of Work Performance)

**Background/Rationale:** The tentative agreement reached with UPE would replace the existing language regarding evaluations and specifically, contains revisions to:

- Operating Principles – To align with the California Professional Standards for Education Leaders (CPSELs)
- Evaluation Instrument – Based on the CPSELs
- Sequence of Evaluation – New Administrators shall be evaluated for the first two years of employment; Administrators with the District longer than two years are evaluated every other year based on the last digit of their SSN
- Evaluation Timeline Procedure – Pre-evaluation conferences; mid-year progress conference; transmission of evaluation; and final conference
- Professional Improvement Plan – In the case of an evaluation that contains two or more “Does not Meet Standard” markings, the evaluator and evaluatee shall collaboratively develop a plan for improvement in the evaluation’s identified standard(s)/element(s) areas; a Professional Improvement Plan may also be initiated in a non-evaluative year when deficiencies are evident

**Financial Considerations:** N/A

**LCAP Goals:** Safe, Emotionally Healthy and Engaged Students; Operational Excellence

**Documents Attached:**

1. UPE Tentative Agreement

**Estimated Time of Presentation:** 10 Minutes  
**Submitted by:** Raoul Bozio, In House Counsel  
**Approved by:** Jorge A. Aguilar, Superintendent

**TENTATIVE AGREEMENT  
BETWEEN  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
AND  
UNITED PROFESSIONAL EDUCATORS**

**Article 5  
Evaluation of Work Performance**

**[The existing language of Article 5, Evaluation of Work Performance, would be deleted and replaced with the following:]**

**A. Introduction:**

SCUSD recognizes that leadership is an essential component of school success. Successful leadership cannot be reduced to a single style or element. Leadership involves many disparate and related skills that must be developed over time. Successful educational leaders are able to determine both their leadership strengths and where they need to develop additional skills. They understand how to adapt their leadership for the context, people, and situations they encounter as a specific point in time. They are able to reflect on their beliefs, data, choices and the results of their actions, using these reflections to determine subsequent choices and actions likely to result in productive outcomes.

The evaluation process is intended to be collaborative between the leader and his/her supervisor. This approach reinforces an intentional culture of high achievement, continuous improvement and mutual accountability which increases the opportunity and the capacity of employees to make a difference for student learning. The evaluation process is a tool for assessing a leader's skills, recognizing areas of strength and seeking opportunities for improvement.

**B. Operating Principles:**

1. To align with the California Professional Standards for Education Leaders (CPSELs)
  - a. Development and Implementation of a Shared Vision
  - b. Instructional Leadership
  - c. Management and Learning Environment
  - d. Family and Community Engagement
  - e. Ethics and Integrity
  - f. External Context and Policy
2. To acknowledge strengths and improve performance
3. To connect academic, social, emotional and developmental growth for all students in the building/system.



4. To recognize the importance of a leader's role in improving the culture of the learning community.
5. To build systemic commitment to increasing student achievement by improving adult practice through a process of setting mission-aligned goals.
6. To ensure that all leaders are accountable for our own performance.

**C. Evaluation Instrument**

The evaluation instrument to be used for all United Professional Educators is described in Appendix "A" attached hereto and incorporated by reference as part of the "Agreement".

The evaluation instrument is based on the California Professional Standards for Education Leaders (CPSELs). The Superintendent or designee will identify one (1) standard and corresponding element for which all leaders shall be evaluated. The evaluatee and evaluator shall collaboratively identify an element within each of the remaining five (5) standards during the Pre-Evaluation Conference.

**D. Sequence of Evaluation**

1. New Administrators shall be evaluated for the first two years of employment. Administrators with the district longer than 2 years are evaluated every other year based on the last digit of their social security number.
2. Effect of Transfer or Reassignment: If an administrator is assigned to a different job classification he/she shall be evaluated during the first school year he/she holds the new position, then at least every two (2) years thereafter while in that same position.
3. Non-evaluation Years: The parties agree that in non-evaluation years, an informal feedback, coaching, recognition, and support process will be utilized between the administrator and the immediate supervisor based on CPSELs.

**E. Evaluation Timeline and Procedure:**

| <b>Action and Timeline</b>  | <b>Description</b>  |
|---|---|
| <p><b>Pre- Evaluation Conferences</b></p> <p>Pre- evaluation conference will be held by September 30th, or within 15 days of the employee's start date.</p> | <p>The evaluator shall review with the administrator being evaluated all contract procedures and associated relevant material, including the evaluation schedule, and instrument that will be used in evaluating the administrator's work performance; a copy of all such material shall be provided to the administrator at this meeting by the evaluator.</p> |

|   |  |
|---|--|
| <p><b>Mid-Year Progress Conference</b></p> <p>At least one (1) mid-year conference will occur to address the progress of the evaluation.</p>  | <p>Mid-Year Progress shall be captured within the evaluation instrument, Appendix A.</p>   |
| <p><b>Transmission of Evaluation</b></p> <p>The administrator being evaluated shall be provided (transmission) the summative (final) evaluation not later than thirty (30) calendar days before the last school day of the school calendar in which he/she is being evaluated (this shall be applied to all UPE members.)</p> | <p><b>Evaluation Contents</b></p> <p>The evaluation shall include commendations as appropriate. The evaluation shall also include recommendations, if necessary, as to areas of improvement in the performance of the administrator. In the event an administrator is not performing his/her duties in a satisfactory manner according to the standards prescribed, the evaluation shall include such facts and describe the unsatisfactory performance.</p>   |
| <p><b>Final Conference</b></p> <p>The evaluation shall be finalized by the last day of the employee's contract.</p>   | <ol style="list-style-type: none"> <li>1. The evaluator shall review the evaluation with the administrator.</li> <li>2. The administrator being evaluated shall have the opportunity to have a thorough discussion with and provide the evaluator information in support of his/her (administrator's) position on the basis, conclusions, and ratings of the evaluator.</li> <li>3. Once the requirements of (1) and (2) are completed, the evaluator may modify the evaluation. The administrator may submit a written response.</li> </ol> |

**F. Professional Improvement Plan**

In the case of an evaluation that contains two (2) or more "Does not Meet Standard" markings, the evaluator and evaluatee shall collaboratively develop a plan for improvement in the evaluation's identified standard(s)/element(s) areas. The Professional Improvement Plan shall include specific suggestions within each area of improvement in the administrator's performance, along with a timeline, and the evaluator shall assist the administrator in such performance. The goal of the Improvement Plan is to show improvement in said standard(s)/element(s) and exit the Improvement Plan cycle. An end of year recommendation to continue with the Improvement Plan, and an end of year recommendation to continue employment within the district shall be made depending upon the results of the improvement plan.

- If the recommendation is to continue with the Improvement Plan, because that standard/element did not show improvement, that standard/element's strategies and action plan will be embedded in that same standard/element of the following year's evaluation to continue focus and support.
- If the recommendation is to not continue employment within the district, because sufficient progress has not been made, the administrator may be recommended for release.

A Professional Improvement Plan may also be initiated in a non-evaluative year when deficiencies are evident.

**G. Appeal Process**

~~Per education code,~~ Violations of this article are subject to the Grievance Procedure Article 4; however, where disciplinary hearings are required by law, the issue will be presented to the hearing officer or panel.

Where mutual agreement is required and cannot be agreed, the parties will make a reasonable effort to reach consensus. If no agreement can be reached, the administrator being evaluated may note the disagreement on the evaluation instrument.

**H. Compliance with the Education Code and Other Laws**

Nothing in this Article shall supersede procedures and employment protections contained in the Education Code and other laws. Notwithstanding the provisions of this Agreement, any evaluations necessary to comply with Education Code requirements must be completed.

**For Sacramento City Unified School District**

**For United Professional Educators**

\_\_\_\_\_  
Jorge A. Aguilar, Superintendent

\_\_\_\_\_  
Judy Farina, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1a

**Meeting Date:** October 7, 2021

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

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

**Division:** Business Services

**Recommendation:** Recommend approval of items submitted.

**Background/Rationale:**

**Financial Considerations:** See attached.

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

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Non-Fiscal (Zero-Dollar) Agreements
4. Approval of Declared Surplus Materials and Equipment

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

## GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

|                   |                  |               |
|-------------------|------------------|---------------|
| <u>Contractor</u> | <u>New Grant</u> | <u>Amount</u> |
|-------------------|------------------|---------------|

### ADULT EDUCATION

|  |   |                       |
|--|---|-----------------------|
| Sacramento Employment and Training Agency<br>A20-00116.1   | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No, received grant in 2020/21 | \$220,000<br>No Match |
| 7/1/21 – 6/30/22: Modification to extend the Workforce Innovation and Opportunity Act, Title I, Adult & Dislocated Worker subgrant for the 2021/22 school year. Program funds are provided for Basic Career Services for 1,594 customers including Individualized Career Services to 191 customers at Charles A. Jones Career and Education Center. Adult and Dislocated Worker participants are individuals who are not currently enrolled in public or private education, and who may or may not have completed a high school diploma, GED certificate or equivalent; or are limited in their career technical education and skills. Students participate in an intensive program with low student-to-staff ratios for personalized assistance and are provided guidance and support to meet their educational and employment goals. |   |                       |

### STUDENT SUPPORT & HEALTH SERVICES

|   |  |                      |
|---|--|----------------------|
| California Department of Education<br>A22-00022   | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | \$27,226<br>No Match |
| 7/1/21 – 6/30/24: American Rescue Plan – Homeless I program funds supplement the Education for Homeless Children and Youth (EHCY) program. Uses of funds may include, when responding to the impact of the COVID-19 pandemic, expenses that are reasonable and necessary to facilitate the identification, enrollment, retention, and educational success of homeless children and youth. |  |                      |

|   |   |                       |
|---|---|-----------------------|
| California Department of Education<br>A22-00020   | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No, received grant in 2020/21 | \$373,108<br>No Match |
| 7/1/21 – 6/30/22: Under the Foster Youth Services/Student Support & Health Services Department, the Tobacco Use Prevention & Education (TUPE) grant provides the opportunity to equip all District students, with an intentional focus on grades 6-12, with a better understanding of the danger of tobacco, marijuana, and vaping use and the impact on themselves and the community. Students have the opportunity to engage in fun and exciting activities both at their sites and within their communities. Services include, but are not limited to: <ul style="list-style-type: none"> <li>• Stanford Tool-Kit</li> <li>• Girls Empowered</li> <li>• Brief Intervention Services</li> <li>• Cessation Services</li> <li>• Tobacco related activities and special events</li> <li>• Community engagement opportunities</li> </ul> Students have the opportunity to participate in meaningful, social gatherings with peers to actively engage and/or give feedback on school site initiatives around tobacco, drug and alcohol usage. Some of the various clubs and events include: <ul style="list-style-type: none"> <li>• Friday Night Live</li> <li>• Club Live</li> <li>• Red Ribbon Week</li> <li>• Student leadership activities</li> <li>• Hackademy Awards</li> <li>• Breath Youth Media Awards</li> <li>• Go B'Nanas (Mobile Summer Program)</li> <li>• Community Service</li> <li>• Youth Tobacco Advisory Council</li> </ul> |   |                       |

# AMENDED

## EXPENDITURE AND OTHER AGREEMENTS

### **Restricted Funds**

| <u>Contractor</u> | <u>Description</u> | <u>Amount</u> |
|-------------------|--------------------|---------------|
|-------------------|--------------------|---------------|

#### **ACADEMIC OFFICE**

|                               |  |                                    |
|-------------------------------|--|------------------------------------|
| EPOCH Education<br>SA22-00220 | 9/1/21 – 6/30/22: EPOCH Education will provide anti-racism/antibias training for the Board, cabinet, site leaders, and all SCTA members. These services include access to online training modules as well as follow up deep-dive reflective sessions. Implicit bias training is necessary to support the District's systemic ability to mitigate learning loss for ALL students. | \$318,500<br>COVID Relief<br>Funds |
|-------------------------------|--|------------------------------------|

New Contract:

Yes

No

EPOCH Education was selected because they are a national leader in equity education that has provided antiracism and antibias training for other large, complex systems.

The expected outcome, over time, is a cultural shift toward improved equity, and inclusion for our students. Outcome measures, over time will include, first, the process measure in ensuring that these learning opportunities are completed by the staff listed above. As the systemic journey continues, student outcome measures will improve to include a reduction in disproportionality in suspension, office referral, referral and placement in special education, and resulting improvements in student achievement.

#### **ADULT EDUCATION**

|  |  |                                 |
|--|--|---------------------------------|
| California Firefighters<br>Joint Apprenticeship<br>Committee<br>SA22-00186 | 7/1/21 – 6/30/22: Provide all instructional and training services for apprentice firefighters at the Charles A. Jones Career & Education Center according to Cal-JAC standards for Related and Supplemental Instruction (RSI). Funding for RSI is provided by the California Community Colleges Chancellor's Office (CCCCO) at a rate of \$6.77 per hour of instruction for the 71,964 hours scheduled in the 2022/23 school year. The District retains 10% of revenue generated by attendance in the program and the balance is paid to Cal-JAC under this agreement for the services provided. District has partnered with Cal-JAC since the 1990s to provide apprenticeship training. | \$438,477<br>CCCCO RSI<br>Funds |
|--|--|---------------------------------|

New Contract:

Yes

No

#### **COLLEGE & CAREER READINESS**

|   |  |                          |
|---|--|--------------------------|
| Linked Learning<br>Alliance<br>SA22-00067 | 10/7/21 – 6/30/22: Linked Learning Alliance will partner with the District in mapping the District's existing assets related to pathways, academies and college and career readiness. Insights gleaned from the asset mapping process will inform recommendations for ensuring system-wide implementation of high-quality and impactful pathways and college and career experiences that inspire students and help them gain the academic and job skills to flourish in the future economy. In addition, Contractor will facilitate a monthly site leader community of practice to build the capacity of site leaders to improve their pathways and college and career readiness in their specific context and school. | \$107,495<br>CTEIG Funds |
|---|--|--------------------------|

New Contract:

Yes

No

# AMENDED

## FACILITIES SUPPORT SERVICES

TSE Construction  
R22-01343

New Contract:

Yes

No

9/1/21 – Completion: Ratification of agreement to install 90 bottle filling stations at sites throughout the District is requested. Current outdated drinking fountains are turned off at District sites in order to reduce the spread of COVID-19. The installation of touchless hydration stations will provide students and staff access to drinking water when on campus. One hydration station will be installed at each site with fewer than 600 students, two stations at every site with more than 600 students, two stations at Serna and one station at every other District support facility.

Per the Proclamation of a State of Emergency issued by the Governor on March 4, 2020, applicable provisions of the Government Code and Public Contract Code regarding competitive bidding requirements have been suspended to the extent necessary to address the effects of COVID-19. Therefore, the Facilities and Purchasing departments found it was in the best interest of the District to award the contract without formal bidding in order to expedite the installation. TSE Construction had the lowest price of the two quotes obtained.

\$481,950  
COVID Relief  
Funds

## NUTRITION SERVICES

Capitol Tech Solutions  
SA22-00181

New Contract:

Yes

No

10/7/21 – Completion: Agreement to provide software development services to modernize the District's custom cafeteria management software, Data Entrée. Data Entrée is used to manage activities related to planning, production and distribution of meals to schools throughout the District. The system has served the District's needs for decades, however, it is in dire need of upgrades to meet the current demands of the District and the technology the application was built for is obsolete and has necessitated the use of computers with outdated and unsupported operating systems which in and of itself creates vulnerabilities and security risks. The updates and upgrades to the application will allow it to be accessed through a browser, including on mobile devices and will also incorporate many new features that will better serve the current and future needs of the District and the new Central Kitchen.

Typically, services of this nature and cost would require competitive bidding under Public Contract Code. The Nutrition Services department received approval from CDE and USDA to award a contract without competitive bidding under the exception for public exigency or emergency due to the risk involved in continuing to use an unsupported application on an obsolete platform.

\$474,000  
Nutrition  
Services Funds

## STUDENT SUPPORT & HEALTH SERVICES

Vestra Labs LLC  
SA22-00201

New Contract:

Yes

No

10/7/21 – 6/30/22: Agreement to provide staffing for COVID-19 testing. Vestra Labs has been contracted by the California Department of Public Health (CDPH) to provide 25 technicians for COVID-19 testing support at District sites at no cost to the District. In addition to the staffing provided by CDPH, the District has identified a need of an additional 30 technicians to conduct surveillance testing, especially with

\$1,728,000  
COVID Relief  
Funds

# AMENDED

mandatory vaccination or testing being considered. The cost to the District for the additional 30 technicians is \$1,728,000 for the remainder of the year.

Because Vestra Labs technicians are already deployed at District sites through CDPH's contract and are already trained on the types of tests and software the District uses, it is most efficient to utilize their technicians for the additional staffing as well.

## Unrestricted Funds

### TECHNOLOGY SERVICES

Infinite Campus  
R22-00369

New Contract:

- Yes  
 No

7/1/21 – 6/30/24: Approval is requested for an increase to the licensing fees for Infinite Campus beginning 1/1/22 to add the Campus Analytics suite of features. Campus Analytics includes Campus Early Warning which uses powerful statistical algorithms to measure how attendance, behavior, academics, home and school stability interact to predict graduation. Utilizing data the District has already entered in Infinite Campus, the new features can identify students who would most benefit from interventions which will aid the District's MTSS (Multi-Tiered System of Supports) efforts.

The prorated increase for the 2021-22 year will be \$14,190 and ongoing costs will increase the District's license fee by about \$35,000 a year.

The annual renewal costs for 2022-23 and 2023-24 will include this cloud-hosted service, and are calculated based on the 2020-21 CALPADS Fall 1 Certified Enrollment of 40,711. Per section 3.2 of the agreement, fees may increase or decrease as enrollment fluctuates. Once the enrollment figures are certified by the State for those future periods, adjustments for increased or decreased enrollment would be made.

21/22 Original  
Amount:  
\$494,487

Increase:  
\$14,190

21/22 Total:  
\$508,677

22/23 Fees:  
\$523,918

23/24 Fees:  
\$525,954

General Fund

### NON-FISCAL (ZERO-DOLLAR) AGREEMENTS

Contractor      Description

#### TRANSPORTATION SERVICES

BusPatrol  
America LLC  
A22-00024

10/7/21 – 12/6/21: Pilot Program agreement to allow BusPatrol to install video equipment on a limited number of school buses within the District for data collection purposes and to allow the District to evaluate BusPatrol's equipment, software and services. District is interested in potentially implementing a school bus safety program in order to reduce the incidence of possible injuries caused to students by the violation of motor vehicles illegally passing a school bus stopped with its stop arm extended and lights flashing for the purpose of loading and unloading students. BusPatrol will be responsible for the installation, upkeep and maintenance of its equipment and will ensure their system does not in any way interfere with other equipment or systems loaded on the District's buses. The pilot will run for 30-45 days. At the conclusion of the pilot program BusPatrol will use the data collected to advocate for legislation to authorize the use of stop-arm cameras for enforcement of traffic laws similar to red light cameras.



# AMENDED

## APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

| <u>SITE/DEPT</u>  | <u>ITEM</u>   |
|---|---|
| Central Printing<br>Services and<br>Facilities<br>Maintenance &<br>Operations | <b>BACKGROUND:</b> The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17545 provides that the governing board of any school district may sell for cash any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose of replacement, or if it is unsatisfactory or not suitable for school use. The District may choose to conduct any sale of personal property authorized under this section by means of a public auction. |
| <u>TOTAL VALUE</u>  |   |
| \$1,500 (printer)<br>\$6,800 (vehicles)                                       | <b>STATUS:</b> The District has a Kodak Digimaster K4200-1519 printer which is not usable as well as 14 vehicles that are not repairable nor usable: Toyota Tacoma 2016, Chevy City Transit 2015, Ford Cargo Van 1990, Ford Ranger 1998, Ford Ranger 1999, Ford Ranger 2000 (2), Ford Ranger 2008, Ford Cargo Van 2008, Ford Cargo Van 1993, Ford Cargo Van 1997, International Box Truck 2003 (2), and Ford Cargo Van 2004.  |
| <u>DISPOSAL METHOD</u>  |   |
| Surplus/Auction   | <b>RECOMMENDATION:</b> It is recommended that the Board of Education approve the sale of the listed items per Education Code section 17546.   |

|   |   |  |                           |
|---|---|--|---------------------------|
| <b>Sacramento Employment and Training Agency<br/> MODIFICATION TO EXTEND SERVICE PROVIDER<br/> SUBGRANT under the Workforce Innovation and<br/> Opportunity Act</b>   |   | SUBGRANT NUMBER                        |                           |
|   |   | 074201SWCS(E)                          |                           |
|   |   | MODIFICATION                           |                           |
|   |   | YEAR 2/ONE                             |                           |
| 1. SUBGRANTEE INFORMATION:  |   | 2. ACTIVITY/TARGET GROUP:              |                           |
| Name: Sacramento City Unified School District   |   | Basic & Individualized Career Services |                           |
| 3. EXTENSION AWARD AMOUNT:  | \$176,000.00 WIOA Adult<br>\$ 44,000.00 WIOA DW | 4. CAT. NO./CFDA:                      | 17.258 Adult<br>17.278 DW |
| 5. EXTENSION SUBGRANT TERM:   | 7/1/2021 through 6/30/2022                      | 6. DUNS#:                              | 060697109                 |
| 7. EFFECTIVE DATE OF EXTENSION:   | 7/1/2021  |  |                           |
| 8. MAXIMUM ANNUAL EXTENSIONS:   | Three (3)                                       |  |                           |
| 9. TERMS AND CONDITIONS:  |   |  |                           |
| <p>The parties agree to extend the Subgrant through this modification. This modification consists of this sheet and those of the following, attached hereto and by this reference made a part hereof:</p> <p style="padding-left: 40px;">Exhibit 2 – Program Performance Overview, revised.<br/> Exhibit 3 – Program Budget and Cost Allocation Plan, revised.<br/> Exhibit 8 – Intellectual Property Provisions, revised.</p>  |   |  |                           |
| <p>SUBGRANTEE shall thoroughly examine the Exhibits listed above and attached hereto. The failure of SUBGRANTEE to examine the above-listed Exhibits, or the terms, conditions and requirements set forth therein, shall in no way relieve SUBGRANTEE of its obligations with respect to this modification of the Subgrant, including compliance with the terms, conditions and requirements set forth in the above-listed. By executing this modification to the Agreement, SUBGRANTEE specifically agrees to abide by all of the terms, conditions and requirements set forth in the above-listed. All other terms and conditions set forth in the Subgrant shall remain in full force and effect. To the extent of any conflict between the language of this modification and the language of the Subgrant and/or any previous modifications, the language of the document bearing the most recent data shall prevail.</p> |   |  |                           |
| <b>IN WITNESS WHEREOF, this modification to extend the Subgrant has been dated and executed by the parties hereto.</b>  |   |  |                           |
| SUBGRANTEE  |   |  |                           |
| Name: Sacramento City Unified School District   |   |  |                           |
| By:   |   | Date Signed:                           |                           |
| Printed Name/Title of Authorized Signer:  |   |  |                           |
| Address: 5735 47 <sup>th</sup> Avenue, Sacramento, CA 95824   |   |  |                           |
| SACRAMENTO EMPLOYMENT AND TRAINING AGENCY   |   |  |                           |
| By:   |   | Date Signed:                           |                           |
| Printed Name/Title of Authorized Signer: Kathy Kossick, Executive Director  |   |  |                           |
| Address: 925 Del Paso Blvd., Suite 100, Sacramento, CA 95815  |   |  |                           |

**EXHIBIT 2**

**PROGRAM PERFORMANCE OVERVIEW**

**MODIFICATION: YEAR 2/ONE**

**BASIC AND INDIVIDUALIZED CAREER SERVICES  
PROGRAM PERFORMANCE OVERVIEW**

|  |                  |            |            |                  |            |            |                  |            |  |                  |            |            |
|--|------------------|------------|------------|------------------|------------|------------|------------------|------------|--|------------------|------------|------------|
| <b>Job Center:</b> Sacramento City Unified School District |                  |            |            |                  |            |            |                  |            | <b>PERIOD FROM:</b><br>7/1/2021 TO 6/30/2022 |                  |            |            |
| <b>Program:</b> Basic and Individualized Career Services   |                  |            |            |                  |            |            |                  |            |  |                  |            |            |
| <b>Registrant Flow (Cumulative)</b>                        |                  |            |            |                  |            |            |                  |            |  |                  |            |            |
| <b>Total Registrants –</b>                                 | <b>Quarter 1</b> |            |            | <b>Quarter 2</b> |            |            | <b>Quarter 3</b> |            |  | <b>Quarter 4</b> |            |            |
| <b>Basic Career Services</b>                               | <b>Jul</b>       | <b>Aug</b> | <b>Sep</b> | <b>Oct</b>       | <b>Nov</b> | <b>Dec</b> | <b>Jan</b>       | <b>Feb</b> | <b>Mar</b>                                   | <b>Apr</b>       | <b>May</b> | <b>Jun</b> |
| <b>Adults/Dislocated Workers</b>                           | 97               | 150        | 247        | 343              | 440        | 550        | 630              | 738        | 846  | 974              | 1074       | 1167*      |

\*10% of the total registered participants must be enrolled in WIOA Individualized Career and/or Training services.

**QUARTERLY PLAN – INDIVIDUALIZED CAREER AND TRAINING SERVICES ENROLLMENTS**

|                                     |                  |  |                  |  |                  |  |                  |  |
|-------------------------------------|------------------|--|------------------|--|------------------|--|------------------|--|
| <b>Enrollment Flow (Cumulative)</b> |                  |  |                  |  |                  |  |                  |  |
|                                     | <b>Quarter 1</b> |  | <b>Quarter 2</b> |  | <b>Quarter 3</b> |  | <b>Quarter 4</b> |  |
| <b>Adults</b>                       | 23               |  | 48               |  | 70               |  | 93               |  |
| <b>Dislocated Workers</b>           | 6                |  | 12               |  | 18               |  | 23               |  |

**Note:** Deviation from plan is allowable up to a maximum -15%.

Subgrantee may be evaluated quarterly on the following, additional **real time data**: (subject to change)

- Enrollments
- Enrollment of Special Populations:
  - Disabled
  - Veterans
  - Ex-Offender
  - Seasonal Farm Workers
  - Laid Off
  - Cash Public Assistance
  - Current/Former Foster Youth
- Training in Sacramento Works, Inc.
  - Recognized Critical Occupational Clusters 90 %
  - Skills Development Completion Rate 85 %
- Average Earnings
- Customer/Job Seeker Satisfaction
- Employer Satisfaction
- Number of employers receiving substantial services
- 12 month follow-up after unsubsidized job placement
- Use of Workshop Scheduler

**EXHIBIT 2  
MODIFICATION: YEAR 2/ONE**

Subgrantee shall be subject to the following WIOA measures: **(Measures are subject to change.)**

| <b>Adult Measures</b>                              | <b>Goals</b> |
|--|--------------|
| Employment Rate 2 <sup>nd</sup> Quarter After Exit | 65%          |
| Employment Rate 4th Quarter After Exit             | 65%          |
| Credential Attainment within 4 Quarters After Exit | 60%          |
| Median Earnings 2 <sup>nd</sup> Quarter After Exit | \$6,000      |
| Skills Gain  | 50%          |

| <b>Dislocated Worker Measures</b>                  | <b>Goals</b> |
|--|--------------|
| Employment Rate 2 <sup>nd</sup> Quarter After Exit | 71%          |
| Employment Rate 4th Quarter After Exit             | 72%          |
| Credential Attainment within 4 Quarters After Exit | 61%          |
| Median Earnings 2 <sup>nd</sup> Quarter After Exit | \$7,600      |
| Skills Gain  | 40%          |

**EXHIBIT 3**

**PROGRAM BUDGET AND COST ALLOCATION PLAN**

**WIOA ADULT**

**MODIFICATION: YEAR 2/ONE**

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**BUDGET AND COST ALLOCATION PLAN**

|  |  |
|--|--|
| Subgrantee Name: Sacramento City Unified School District                   | Subgrant #: 074201SWCS(E)  |
| Street Address: 5451 Lemon Hill Avenue                                     | <input type="checkbox"/> Original or <input checked="" type="checkbox"/> Mod #: YEAR 2/ONE |
| City: Sacramento, CA 95824   | Activities: Basic and Individualized   |
| Program Contact: Susan Lytle Gilmore Phone: (916) 395-5788                 | Career Services  |
| Fiscal Contact: Rose F. Ramos Phone: (916) 643-9055                        | ADULT  |
| E-Mail Address: <a href="mailto:gilmores@scusd.edu">gilmores@scusd.edu</a> |  |

**BUDGET PERIOD:** July 1, 2021 through June 30, 2022

**BUDGET SUMMARY - COST REIMBURSEMENT**

| TYPE OF COST  | SETA SHARE       | LEVERAGED RESOURCES | TOTAL            |
|---|------------------|---------------------|------------------|
| A. Personnel Costs  | \$161,865        | \$63,864            | \$225,729        |
| B1. Fixed Asset Purchases   |                  |                     |                  |
| B2. Other Equipment Costs   |                  |                     |                  |
| C. Other Costs  | \$6,135          | \$494,764           | \$500,899        |
| <b>Subtotal: Basic and Individualized Career Services Costs (A+B1+B2+C)**</b> | <b>\$168,000</b> | <b>\$558,628</b>    | <b>\$726,628</b> |
| D. Direct Participant Costs*<br>(Scholarships/Supportive/Vendor Services)     | \$8,000          |                     | \$8,000          |
| <b>Total Costs:</b>   | <b>\$176,000</b> | <b>\$558,628</b>    | <b>\$734,628</b> |

\*Available for obligation only. Modification of this line item requires SETA approval.

\*\*A minimum of 20% of the funds must be expended on providing training services.

**COST ALLOCATION PLAN**

ACTUAL METHODS (Do not give dollar amounts), which will be used to charge/allocate a FAIR SHARE of ACTUAL costs to this budget ("Budget" column) and to cost categories (administration and program) within the budget ("Cost Category").

| Cost Item                   | Use abbreviation at bottom of page |               |
|-----------------------------|------------------------------------|---------------|
|                             | Budget                             | Cost Category |
| A. Personnel Costs          | ST/DC                              | ST/DC         |
| B. Equipment Costs          | N/A                                | N/A           |
| C. Other Costs              | ST/DC                              | ST/DC         |
| D. Direct Participant Costs | DC                                 | DC            |

**ABBREVIATIONS:** (Some commonly used methods. If a method you use is not listed, add it to the list)

DC = Direct Charge: Not a share cost. ACTUAL costs charged to a budget or cost category will be directly identified with the budget or cost category.

ST = Staff time: Shared Cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL staff time spent on the budget or cost category.

SF = Square Footage: Shared Cost. ACTUAL costs will be allocated to a budget of cost category based upon the % of ACTUAL space used for the budget or cost category.

SF/ST = Square Footage Combined with Time of Staff Using Space: Shared cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL space and the % of total ACTUAL staff time within the space used for the budget or cost category.

#S = Number Served: Shared cost. ACTUAL costs will be allocated to a budget based upon the % of total ACTUAL participants served by the budget.

U = Usage: Shared cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL usage for the budget or cost category. The backup documentation for ACTUAL usage will be: .





| <b>B. EQUIPMENT COSTS</b>  |   |                                       | <b>Costs For This Program</b> |                     |       |
|--|---|---------------------------------------|-------------------------------|---------------------|-------|
|  |   |                                       | SETA SHARE                    | LEVERAGED RESOURCES | TOTAL |
| 1. Purchases of Fixed Assets   |   | Full Purchase Price x SETA %          |                               |                     |       |
|  |   |                                       |                               |                     |       |
|  |   |                                       |                               |                     |       |
|  |   |                                       |                               |                     |       |
|  |   |                                       |                               |                     |       |
| Total Purchases of Fixed Assets  |   |                                       |                               |                     | 0     |
| <b>2. Other Equipment Costs</b>  |   | Full Purchase Price x SETA %          |                               |                     |       |
| P, L, R, or<br>D   | P = Purchase L = Lease<br>R = Rent D = Depreciation | Or<br>Full Cost/Mo. X # Mos. X SETA % |                               |                     |       |
|  |   |                                       |                               |                     |       |
|  |   |                                       |                               |                     |       |
|  |   |                                       |                               |                     |       |
|  |   |                                       |                               |                     |       |
|  |   |                                       |                               |                     |       |
|  |   |                                       |                               |                     |       |
|  |   |                                       |                               |                     |       |
| Total Other Equipment Costs  |   |                                       |                               |                     |       |
| <b>Total Equipment Costs (Purchases of Fixed Assets + Other Equipment Costs)</b> |   |                                       |                               |                     | 0     |

Fixed Assets: Equipment (non-expendable personal property) with an acquisition cost of \$5,000 or more per unit and a useful life of more than 1 year.

| <b>C. OTHER COSTS</b>   | Full Cost Information x SETA % | Costs For This Program |                     |                  |
|---|--------------------------------|------------------------|---------------------|------------------|
|   |                                | SETA SHARE             | LEVERAGED RESOURCES | TOTAL            |
| 1. Direct   |                                |                        |                     |                  |
| Facility: SCUSD/Lemon Hill Job Center                                   | 0%                             |                        | \$494,764           | \$494,764        |
| Non-Owned: <input type="checkbox"/> Rent <input type="checkbox"/> Lease |                                |                        |                     |                  |
| Owned: <input checked="" type="checkbox"/> Depreciation                 |                                |                        |                     |                  |
| Address: 5451 Lemon Hill Ave., Sacramento, CA 95824                     |                                |                        |                     |                  |
| Utilities   |                                |                        |                     |                  |
| Telephone   |                                |                        |                     |                  |
| Office Supplies   |                                |                        |                     |                  |
| Duplication/Printing  |                                |                        |                     |                  |
| Other:  |                                |                        |                     |                  |
| Insurance: Fidelity/Depositors' Forgery                                 |                                |                        |                     |                  |
| Property  |                                |                        |                     |                  |
| General Liability   |                                |                        |                     |                  |
| Vehicle Liability   |                                |                        |                     |                  |
| Other:  |                                |                        |                     |                  |
| Travel: Local Mileage:  |                                |                        |                     |                  |
| Other:  |                                |                        |                     |                  |
| Subcontracts:   |                                |                        |                     |                  |
| <b>Total Direct Costs</b>   |                                |                        | \$494,764           | \$494,764        |
| 2. *Indirect Costs - Approved Rate: 3.79 % x Direct Costs of \$161,865  |                                | \$6,135                |                     |                  |
| <b>Total Other Costs (Direct + Indirect)</b>                            |                                | <b>\$6,135</b>         | <b>\$494,764</b>    | <b>\$500,899</b> |

\*Attach copy of approval letter from cognizant agency

**EXHIBIT 3**

| <b><u>D. DIRECT PARTICIPANT COSTS*</u></b> | <b>COSTS FOR THIS PROGRAM</b> |                            |                |
|--|-------------------------------|----------------------------|----------------|
|  | <b>SETA SHARE</b>             | <b>LEVERAGED RESOURCES</b> | <b>TOTAL</b>   |
| Type/Cost Information                      |                               |                            |                |
| 1. Scholarships/Supportive/Vendor Services | \$8,000                       |                            | \$8,000        |
| <b>Total Direct Participant Costs</b>      | <b>\$8,000</b>                |                            | <b>\$8,000</b> |

\*Available for obligation only. Modification of this line item requires SETA approval.

**EXHIBIT 3**

**PROGRAM BUDGET AND COST ALLOCATION PLAN**

**WIOA DISLOCATED WORKER**

**MODIFICATION: YEAR 2/ONE**

**WORKFORCE INNOVATION AND OPPORTUNITY ACT**  
**BUDGET AND COST ALLOCATION PLAN**

Subgrantee Name: Sacramento City Unified School District      Subgrant #: **074201SWCS(E)**

Street Address: 5451 Lemon Hill Avenue       Original or  Mod #: **YEAR 2/ONE**

City: Sacramento, CA 95824      Activities: **Basic and Individualized**

Program  
 Contact: Susan Lytle Gilmore      Phone: (916) 395-5788      **Career Services**

Fiscal  
 Contact: Rose F. Ramos      Phone: (916) 643-9055      **DISLOCATED WORKER**

E-Mail Address: [gilmores@scusd.edu](mailto:gilmores@scusd.edu)

**BUDGET PERIOD:** July 1, 2021 through June 30, 2022

**BUDGET SUMMARY - COST REIMBURSEMENT**

| TYPE OF COST  | SETA SHARE      | LEVERAGED RESOURCES | TOTAL            |
|---|-----------------|---------------------|------------------|
| A. Personnel Costs  | <b>\$40,466</b> | <b>\$66,966</b>     | <b>\$107,432</b> |
| B1. Fixed Asset Purchases   |                 |                     |                  |
| B2. Other Equipment Costs   |                 |                     |                  |
| C. Other Costs  | <b>\$1,534</b>  | <b>\$494,764</b>    | <b>\$496,298</b> |
| <b>Subtotal: Basic and Individualized Career Services Costs (A+B1+B2+C)**</b> | <b>\$42,000</b> | <b>\$561,730</b>    | <b>\$603,730</b> |
| D. Direct Participant Costs*<br>(Scholarships/Supportive/Vendor Services)     | <b>\$2,000</b>  |                     | <b>\$2,000</b>   |
| <b>Total Costs:</b>   | <b>\$44,000</b> | <b>\$561,730</b>    | <b>\$605,730</b> |

\*Available for obligation only. Modification of this line item requires SETA approval.

\*\*A minimum of 20% of the funds must be expended on providing training services.

**COST ALLOCATION PLAN**

ACTUAL METHODS (Do not give dollar amounts), which will be used to charge/allocate a FAIR SHARE of ACTUAL costs to this budget ("Budget" column) and to cost categories (administration and program) within the budget ("Cost Category").

| Cost Item                   | Use abbreviation at bottom of page |               |
|-----------------------------|------------------------------------|---------------|
|                             | Budget                             | Cost Category |
| A. Personnel Costs          | ST/DC                              | ST/DC         |
| B. Equipment Costs          | N/A                                | N/A           |
| C. Other Costs              | ST/DC                              | ST/DC         |
| D. Direct Participant Costs | DC                                 | DC            |

**ABBREVIATIONS:** (Some commonly used methods. If a method you use is not listed, add it to the list)

- DC = Direct Charge: Not a share cost. ACTUAL costs charged to a budget or cost category will be directly identified with the budget or cost category.
- ST = Staff time: Shared Cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL staff time spent on the budget or cost category.
- SF = Square Footage: Shared Cost. ACTUAL costs will be allocated to a budget of cost category based upon the % of ACTUAL space used for the budget or cost category.
- SF/ST = Square Footage Combined with Time of Staff Using Space: Shared cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL space and the % of total ACTUAL staff time within the space used for the budget or cost category.
- #S = Number Served: Shared cost. ACTUAL costs will be allocated to a budget based upon the % of total ACTUAL participants served by the budget.
- U = Usage: Shared cost. ACTUAL costs will be allocated to a budget or cost category based upon the % of total ACTUAL usage for the budget or cost category. The backup documentation for ACTUAL usage will be: \_\_\_\_\_





| <b>B. EQUIPMENT COSTS</b>  |   |                                       | <b>Costs For This Program</b> |                     |       |
|--|---|---------------------------------------|-------------------------------|---------------------|-------|
|  |   |                                       | SETA SHARE                    | LEVERAGED RESOURCES | TOTAL |
| 1. Purchases of Fixed Assets   |   | Full Purchase Price x SETA %          |                               |                     |       |
|  |   |                                       |                               |                     |       |
|  |   |                                       |                               |                     |       |
|  |   |                                       |                               |                     |       |
|  |   |                                       |                               |                     |       |
| Total Purchases of Fixed Assets  |   |                                       |                               |                     | 0     |
| <b>2. Other Equipment Costs</b>  |   | Full Purchase Price x SETA %          |                               |                     |       |
| P, L, R, or<br>D   | P = Purchase L = Lease<br>R = Rent D = Depreciation | Or<br>Full Cost/Mo. X # Mos. X SETA % |                               |                     |       |
|  |   |                                       |                               |                     |       |
|  |   |                                       |                               |                     |       |
|  |   |                                       |                               |                     |       |
|  |   |                                       |                               |                     |       |
|  |   |                                       |                               |                     |       |
|  |   |                                       |                               |                     |       |
|  |   |                                       |                               |                     |       |
| Total Other Equipment Costs  |   |                                       |                               |                     |       |
| <b>Total Equipment Costs (Purchases of Fixed Assets + Other Equipment Costs)</b> |   |                                       |                               |                     | 0     |

Fixed Assets: Equipment (non-expendable personal property) with an acquisition cost of \$5,000 or more per unit and a useful life of more than 1 year.

| C. OTHER COSTS  | Full Cost Information x SETA % | Costs For This Program |                     |                  |
|---|--------------------------------|------------------------|---------------------|------------------|
|   |                                | SETA SHARE             | LEVERAGED RESOURCES | TOTAL            |
| 1. Direct   |                                |                        |                     |                  |
| Facility: SCUSD/Lemon Hill Job Center                                   | 0%                             |                        | \$494,764           | \$494,764        |
| Non-Owned: <input type="checkbox"/> Rent <input type="checkbox"/> Lease |                                |                        |                     |                  |
| Owned: <input checked="" type="checkbox"/> Depreciation                 |                                |                        |                     |                  |
| Address:  |                                |                        |                     |                  |
| Utilities   |                                |                        |                     |                  |
| Telephone   |                                |                        |                     |                  |
| Office Supplies   |                                |                        |                     |                  |
| Duplication/Printing  |                                |                        |                     |                  |
| Other:  |                                |                        |                     |                  |
| Insurance: Fidelity/Depositors' Forgery                                 |                                |                        |                     |                  |
| Property  |                                |                        |                     |                  |
| General Liability   |                                |                        |                     |                  |
| Vehicle Liability   |                                |                        |                     |                  |
| Other:  |                                |                        |                     |                  |
| Travel: Local Mileage:  |                                |                        |                     |                  |
| Other:  |                                |                        |                     |                  |
| Subcontracts:   |                                |                        |                     |                  |
| <b>Total Direct Costs</b>   |                                |                        | \$494,764           | \$494,764        |
| 2. *Indirect Costs - Approved Rate: 3.79% x Direct Costs of \$40,466    |                                | \$1,534                |                     | \$1,534          |
| <b>Total Other Costs (Direct + Indirect)</b>                            |                                | <b>\$1,534</b>         | <b>\$494,764</b>    | <b>\$496,298</b> |

\*Attach copy of approval letter from cognizant agency

**EXHIBIT 3**

| <b><u>D. DIRECT PARTICIPANT COSTS*</u></b> | <b>COSTS FOR THIS PROGRAM</b> |                            |                |
|--|-------------------------------|----------------------------|----------------|
|  | <b>SETA SHARE</b>             | <b>LEVERAGED RESOURCES</b> | <b>TOTAL</b>   |
| Type/Cost Information                      |                               |                            |                |
| 1. Scholarships/Supportive/Vendor Services | \$2,000                       |                            | \$2,000        |
| <b>Total Direct Participant Costs</b>      | <b>\$2,000</b>                |                            | <b>\$2,000</b> |

\*Available for obligation only. Modification of this line item requires SETA approval.

**EXHIBIT 8**

**INTELLECTUAL PROPERTY PROVISIONS**

**MODIFICATION: YEAR 2/ONE**

## INTELLECTUAL PROPERTY PROVISIONS

This Exhibit 8 incorporates the provisions of the subgrant between the Sacramento Employment and Training Agency (“SETA”) and the State of California, Employment Development Department (“EDD”) (“Intellectual Property Provisions”). As used herein, the term “Pass-through Entity” refers to EDD, the term “Subgrantee” refers to SETA and the term “Contractor” refers to the SUBGRANTEE of the SUBGRANT to which this Exhibit 8 is attached and incorporated into by reference. SUBGRANTEE’s rights and the rights of “Subgrantee” regarding Intellectual Property acquired or created with funds provided pursuant to the SUBGRANT are specifically limited by the Intellectual Property Provisions as set forth below:

**Intellectual Property Provisions.** Pursuant to 2 CFR 200.315, the Pass-through Entity acquires title to intangible property, as defined in 2 CFR 200.59 (“Intellectual Property”), which results directly or indirectly from the SUBGRANT. The federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use Intellectual Property which results directly or indirectly from the SUBGRANT for Federal purposes, and to authorize others to do so. Additionally, pursuant to 2 CFR 2900.13, Intellectual Property which results directly or indirectly from the SUBGRANT will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

The services to be performed by SUBGRANTEE under the SUBGRANT, identified in the Program Performance Overview attached as Exhibit 2 to the SUBGRANT, do not involve the creation of Intellectual Property that is subject to the Intellectual Property Provisions above. Intellectual Property that is owned by SUBGRANTEE and used in the provision of services identified in Exhibit 2 to the SUBGRANT is not subject to the Intellectual Property Provisions above.

ORIGINAL

**Grant Award Notification**

|  |  |                            |                      |               |
|--|--|----------------------------|----------------------|---------------|
| <b>GRANTEE NAME AND ADDRESS</b><br>Sacramento City Unified<br>P.O. Box 246870<br>Sacramento, CA 95824-6870 | <b>CDE GRANT NUMBER</b>                    |                            |                      |               |
|  | <b>FY</b>                                  | <b>PCA</b>                 | <b>Vendor Number</b> | <b>Suffix</b> |
|  | 21   | 15564                      | 67439                | 01            |
| <b>Attention</b><br>Jorge Aguilar, Superintendent  | <b>STANDARDIZED ACCOUNT CODE STRUCTURE</b> |                            |                      | <b>COUNTY</b> |
| <b>Program Office</b><br>Sacramento City Unified   | <b>Resource Code</b>                       | <b>Revenue Object Code</b> | 34                   |               |
| <b>Telephone</b><br>916-643-9000   | 5632                                       | 8290                       | <b>INDEX</b>         |               |

|  |      |
|--|------|
| <b>Name of Grant Program</b><br>American Rescue Plan- Homeless I Program | 0510 |
|--|------|

| GRANT DETAILS | Original/Prior Amendments | Amendment Amount | Total       | Amend. No. | Award Starting Date | Award Ending Date |
|---------------|---------------------------|------------------|-------------|------------|---------------------|-------------------|
|               | \$27,225.90               |                  | \$27,225.90 |            | 7/1/21              | 9/30/24           |

| CFDA Number | Federal Grant Number | Federal Grant Name                                 | Federal Agency               |
|-------------|----------------------|--|------------------------------|
| 84.425W     | S425W210005          | American Rescue Plan - Homeless Children and Youth | U.S. Department of Education |

I am pleased to inform you that you have been funded for the American Rescue Plan (ARP) Homeless I Program.

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

Please return this *original*, signed Grant Award Notification (AO-400) and a yearly Budget Request within 10 days to:

Shoshannah Fuentes, Associate Governmental Program Analyst  
 Integrated Student Support and Programs Office  
 California Department of Education  
 1430 N Street, Suite 6208  
 Sacramento, CA 95814-5901

|   |  |
|---|--|
| <b>California Department of Education Contact</b><br>Shoshannah Fuentes | <b>Job Title</b><br>Associate Governmental Program Analyst |
|---|--|

|   |                                  |
|---|----------------------------------|
| <b>E-mail Address</b><br><a href="mailto:sfuentes@cde.ca.gov">sfuentes@cde.ca.gov</a> | <b>Telephone</b><br>916-319-0384 |
|---|----------------------------------|

|   |                                  |
|---|----------------------------------|
| <b>Signature of the State Superintendent of Public Instruction or Designee</b><br> | <b>Date</b><br>September 3, 2021 |
|---|----------------------------------|

**CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS**

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

|   |              |
|---|--------------|
| <b>Printed Name of Authorized Agent</b> | <b>Title</b> |
|---|--------------|

|                       |                  |                 |
|-----------------------|------------------|-----------------|
| <b>E-mail Address</b> | <b>Telephone</b> | <b>RECEIVED</b> |
|-----------------------|------------------|-----------------|

|   |                            |
|---|----------------------------|
| <b>Signature</b><br> | <b>Date</b><br>SEP 09 2021 |
|---|----------------------------|

**Grant Award Notification (Continued)**

1. The ARP Homeless I Program is authorized in section 2001(b)(1) of the American Rescue Plan Act of 2021. ARP-Homeless Children and Youth funds, which includes the ARP Homeless I Program, supplements the Education for Homeless Children and Youth (EHCY) program, and the uses of funds are governed by EHCY allowability. Uses of funds may include, when responding to the impact of the COVID-19 pandemic, expenses that are reasonable and necessary to facilitate the identification, enrollment, retention, and educational success of homeless children and youth. Grantees are encouraged to award contracts to community-based organizations to help identify and support historically underserved populations experiencing homelessness. The grantee must expend these funds by September 30, 2024.

2. Each fiscal year the grantee **must** submit a Budget Request and two semi-annual expenditure reports. The final year, a third expenditure report will be required. Expenditure reporting period and due dates are:

**Reporting Period:**

**CDE Due Date:**

(ER 1) July 1st, through December 31st  
(ER 2) January 1st, through June 30th  
(Final ER) July 1, 2024, through September 30, 2024

January 31st  
July 31st  
October 31, 2024

Failure to submit the required reports by the due dates will result in a billing for the entire amount of funds advanced. If the grantee is charging indirect, it must be reflected on each expenditure report. The grantee cannot wait until the end of the grant to charge indirect for the entire grant period. The calculation of the subtotal times the indirect must be to-the-penny. No rounding is allowed. **All** fiscal forms will be emailed to the grantees.

3. Budget changes that are more than 10 percent in each line item require advance approval from the California Department of Education (CDE). If the grantee wishes to change an approved budget, a Budget Change Request (BCR) must be submitted. All BCRs must be submitted **before** May 15 of each fiscal year. Please email **all** fiscal forms to Shoshannah Fuentes, at the email address shown on the front of this Grant Award Notification (AO-400).

4. The CDE will disburse funds to the grantee in three payments. The initial payment of 70 percent will be disbursed after receipt of the signed AO-400 and approved Budget Requests. The second payment of 20 percent will be disbursed after receipt of the first semi-annual expenditure report, due January 31st. The final payment of up to 10 percent will be disbursed after the grantee has submitted the Final ER due no later than October 31, 2024.

5. Each year grantees will have to submit an Annual Evaluation and Progress Report that will include, but not be limited to, the number of students served, activities and services provided, areas of need or improvement, and program and/or student outcomes.

6. The grantee must comply with the requirements that pertain to sub-grantees in Title 34 of the *Code of Federal Regulations (CFR)* Part 80. Cash disbursements of federal funds must be limited to the actual immediate cash requirements of the grantee. In addition, 34 CFR Section 80.21 requires the grantee to promptly, but at least quarterly, remit to the federal agency any interest greater than \$100 per year earned on payments. When reporting and remitting federal interest to the CDE, a grantee should specify their Data Universal Numbering system number, the time period associated with the interest earned, and the federal program resource code. Please send interest on federal cash balances to the CDE at the following address:

California Department of Education  
Attention: Cashier's Office  
P.O. Box 515006  
Sacramento, CA 95851

**Grant Award Notification**

|   |  |                            |                      |               |
|---|--|----------------------------|----------------------|---------------|
| <b>GRANTEE NAME AND ADDRESS</b><br>Mr. Jorge Aguilar, Superintendent<br>Sacramento City Unified School District<br>5735 47th Avenue<br>Sacramento, CA 95824 | <b>CDE GRANT NUMBER</b>                    |                            |                      |               |
|   | <b>FY</b>                                  | <b>PCA</b>                 | <b>Vendor Number</b> | <b>Suffix</b> |
|   | 2021                                       | 23297                      | 67439                | 07            |
| <b>Attention</b><br>Aliya Holmes, Coordinator II  | <b>STANDARDIZED ACCOUNT CODE STRUCTURE</b> |                            |                      | <b>COUNTY</b> |
| <b>Program Office</b><br>Foster Youth Services/Student Support & Health Services  | <b>Resource Code</b>                       | <b>Revenue Object Code</b> | 34                   |               |
| <b>Telephone</b><br>916-643-7991  | 6690                                       | 8590                       | <b>INDEX</b>         |               |

|  |      |
|--|------|
| <b>Name of Grant Program</b><br>Tobacco-Use Prevention Education for Grades Six through Twelve, Tier 2 | 0590 |
|--|------|

| GRANT DETAILS | Original/Prior Amendments | Amendment Amount   | Total        | Amend. No.     | Award Starting Date | Award Ending Date |
|---------------|---------------------------|--------------------|--------------|----------------|---------------------|-------------------|
|               | \$373,107.50              |                    | \$373,107.50 |                | 07/01/2021          | 06/30/2022        |
| CFDA Number   | Federal Grant Number      | Federal Grant Name |              | Federal Agency |                     |                   |
|               |                           |                    |              |                |                     |                   |

I am pleased to inform you that you have been funded for the fiscal year 2021–22 Tobacco-Use Prevention Education for Grades Six through Twelve, Tier 2 Grant.

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

Please return the original, signed Grant Award Notification (AO-400) within 10 days of receipt to:

Shalonn Woodard, Associate Governmental Program Analyst  
 Educator Excellence and Equity Division  
 Tobacco-Use Prevention Office  
 California Department of Education  
 1430 N Street, Suite 6408  
 Sacramento, CA 95814-5901

|  |  |
|--|--|
| <b>California Department of Education Contact</b><br>Shalonn Woodard | <b>Job Title</b><br>Associate Governmental Program Analyst |
|--|--|

|  |                                  |
|--|----------------------------------|
| <b>E-mail Address</b><br>Swoodard@cde.ca.gov | <b>Telephone</b><br>916-319-0197 |
|--|----------------------------------|


|   |                                |
|---|--------------------------------|
| <b>Signature of the State Superintendent of Public Instruction or Designee</b><br> | <b>Date</b><br>August 31, 2021 |
|---|--------------------------------|

**CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS**

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

|   |  |
|---|--|
| <b>Printed Name of Authorized Agent</b><br>Rose Ramos | <b>Title</b><br>Chief Business Officer |
|---|--|

|   |                                  |
|---|----------------------------------|
| <b>E-mail Address</b><br>rose-f-ramos@scusd.edu | <b>Telephone</b><br>916-643-9055 |
|---|----------------------------------|

|   |             |
|---|-------------|
| <b>Signature</b><br> | <b>Date</b> |
|---|-------------|





# Contract for Services

---

**Sacramento City Unified School District**  
**Christine Baeta, Ed.D**  
**Chief Academic Officer**  
**5735 47<sup>th</sup> Avenue**  
**Sacramento, CA 95824**

Epoch Education  
5627 Telegraph Avenue  
Suite #220  
Oakland, CA 94609  
510-338-7924

## Contents

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| Signature.....                   | 7 |
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## GENERAL PROVISIONS

1. This Contract is entered into this August 27, 2021, between **Sacramento City Unified School District** (hereinafter referred to as "CLIENT") and **Epoch Education, Inc.** (hereinafter referred to as "COMPANY") for the purpose of providing services to CLIENT as outlined in this Contract.

### **2. Compliance with Laws, Statutes, Regulations, CLIENT Policies and Procedures**

During the term of this contract unless otherwise agreed, COMPANY shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. COMPANY shall also comply with all CLIENT policies and 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 COMPANY.

### **3. Term and Conditions of Contract**

The term ("Term") of this CONTRACT shall **commence on** September 1, 2021 and shall **end on** June 30, 2022.

Client shall be truthful with COMPANY, cooperate with COMPANY in its provision of services under this Contract, keep COMPANY informed of key developments impacting the provision of services under this Contract, perform the obligations it has agreed to perform under this Contract and pay COMPANY bills in a timely manner.

### **4. Exclusive Contract**

This Contract is the entire agreement between Company and Client.

### **5. Modifying the Contract**

This Contract may be modified by a writing signed by both parties or as provided for in Article 12. If COMPANY also signs an Independent Contractor Agreement ("ICA") provided by CLIENT, the provisions in #7 – Ownership of Material and #13 – Termination, of this Contract shall supersede any conflicting provisions in CLIENT'S ICA.

### **6. Headings**

The headings used in this Contract are for convenience only and shall not be used to limit or construe the contents of this Contract.

### **7. Ownership of Materials**

The COMPANY shall retain the creative rights to all original materials, data and similar items, produced by the COMPANY hereunder in connection with the Services under this Contract. All services and software used by the COMPANY shall at all times be the sole property of the COMPANY and under no circumstances shall CLIENT have any interest in or rights to the title to such materials, or software. CLIENT acknowledges that the COMPANY may use and modify existing materials for CLIENT'S benefit and that CLIENT holds no rights to such materials.

## ADMINISTRATION OF CONTRACT

### **8. Notices**

All notices required to be given pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage prepaid.

If mailed or delivered by hand, notice shall be effective as of the date of receipt by addressee. All

notices mailed to CLIENT shall be addressed to the person and address as indicated on the Notice page of the Contract. Notices to COMPANY shall be addressed as indicated on Notice page of this Contract.

#### **9. Severability Clause**

If any provision of this Contract shall be held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract, the remaining provisions of this Contract shall remain in full force and effect.

#### **10. Successors in Interest**

This Contract binds COMPANY's successors and assignees.

#### **11. Venue and Governing Law**

The laws of the State of California shall govern the terms and conditions of this Contract.

#### **12. Modifications and Amendments Required to Conform to Administrative Guidelines**

This Contract may be modified or amended by the CLIENT to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The CLIENT shall provide the COMPANY thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. The COMPANY and CLIENT may otherwise amend or modify this Contract by mutually agreeing to such amendment or modification in a written agreement signed by both parties at any time.

#### **13. Termination**

Either party may terminate this Contract on or after the thirtieth (30th) day after such party gives the other party written notice by mail or email of a material breach by other party, unless such breach is cured within thirty (30) days following the breaching party's receipt of such written notice.

This Contract may be terminated without cause by CLIENT upon fourteen (14) days written notice to the COMPANY. In the event of a termination without cause, the CLIENT shall pay COMPANY for all services performed and all expenses incurred under this Contract supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination. The COMPANY will provide CLIENT with documentary evidence of charges incurred up until the date of termination within a reasonable time upon the request of the CLIENT and payment will be expected in full within thirty (30) days from the date such documentary evidence is provided.

Under no circumstances will the COMPANY give refunds of monies paid for any Services provided, as defined in Article 21 of this Contract. If CLIENT does not pay for such work upon the COMPANY'S demand and within 30 days, the COMPANY reserves the right to pursue the options for relief explained in Article 15 of this Contract. The CLIENT's termination of the Contract shall in no way affect either party's obligation to hold harmless and indemnify the other party in accordance with Article 18 of this Contract.

#### **14. Handling of Disputes.**

Any disputes or disagreements between COMPANY and CLIENT regarding implementation or interpretation of this Contract, or otherwise relating to this Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section and section 15 below of the Contract. The provision in this section of the Contract and section 15 below shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Contract. For purposes of this section of the Contract, the term "injury" shall include monetary and/or non-monetary injuries.

The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If CLIENT is the party claiming injury, CLIENT shall notify COMPANY'S senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally. If COMPANY is the party claiming injury, COMPANY shall notify the CLIENT'S senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally.

The Parties further agree that any dispute regarding this Contract, and any claim made by CLIENT for return of monies paid to the COMPANY, shall be handled in accordance with applicable State and Federal laws. CLIENT agrees that it is liable to pay the COMPANY for the work already performed as of the time of the cancellation request, as indicated in Article 20 of this Contract. The COMPANY will provide CLIENT with an itemization of days spent within a reasonable time upon the request of the CLIENT and payment will be expected in full within thirty (30) days from the date such itemization is provided. If CLIENT does not pay for such work upon the COMPANY'S demand and within 30 days, the COMPANY reserves the right pursue the options for relief explained in Article 15 of this Contract.

### **15. Arbitration**

If a dispute arises under this Contract that cannot be resolved informally, the parties agree to resolve the dispute with the help of a mutually agreed-upon mediator in the Greater San Francisco Bay Area, California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in the Greater San Francisco Bay Area, California. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

### **16. Insurance**

COMPANY shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Contract by COMPANY, its agents, representatives, or employees.

- A. COMPANY shall maintain limits of insurance no less than:  
Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
- B. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the CLIENT.

If CLIENT or COMPANY determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

### **17. Independent Company**

It is expressly understood and agreed to by both parties that COMPANY, while carrying out and complying with any of the terms and conditions of this Contract, is an independent COMPANY and is not an employee of the Client. At times, it may be necessary for COMPANY to consult and/or collaborate with trainers with specialized expertise and to have said trainers co-present or present on behalf of COMPANY.

### **18. Indemnification and Hold Harmless**

COMPANY shall indemnify and hold CLIENT and their Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("CLIENT 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 the negligent or willful act or omission of COMPANY, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding, CLIENT and CLIENT Indemnities).

CLIENT shall indemnify and hold COMPANY and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("COMPANY 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 the negligent or willful act or omission of CLIENT, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding COMPANY and/or any COMPANY Indemnities).

### **19. Non-Discrimination**

COMPANY shall not unlawfully discriminate on the basis of any characteristic protected under the laws of the State of California, including, but not limited to, race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

## COMPENSATION

### **20. Rates**

Consultation and Technical Assistance: CLIENT shall pay CONTRACTOR a total amount of \$318,500 for services provided under this Contract.

CLIENT agrees to reimburse COMPANY for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage and facsimile transmittals. CLIENT agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of CLIENT or by emergency conditions, which occasionally arise.

COMPANY shall invoice CLIENT **\$63,700** upon execution and the remainder as follows:

\$63,700 on November 1, 2021  
\$63,700 on January 1, 2021  
\$63,700 on March 1, 2022 and  
\$63,700 on May 1, 2022.

Total Contract Amount: Not to exceed **\$318,500**.

WORK TO BE PERFORMED

**21. Services**

Services to be rendered to CLIENT by the COMPANY as described below:

| 2021-2022                           |   |   |
|-------------------------------------|---|---|
| District / School Capacity Building | <p><b>Compassionate Dialogue for 2800 certificated staff</b></p> <p><b>This course is delivered via flipped classroom (see full description attached):</b></p> <ul style="list-style-type: none"> <li>• 2-3 hours asynchronous learning</li> <li>• 2-hour Zoom session deep dive</li> <li>• Course:                             <ul style="list-style-type: none"> <li>○ Compassionate Dialogue</li> </ul> </li> </ul> <p>Equity Learning Series (“ELS”) for Board and Cabinet</p> <ul style="list-style-type: none"> <li>• For each foundational class:                             <ul style="list-style-type: none"> <li>○ 2-3 hours asynchronous learning</li> <li>○ 2-hour Zoom session deep dive per class – Cohort Zoom Session                                     <ul style="list-style-type: none"> <li>▪ Classes:   <ul style="list-style-type: none"> <li>• Compassionate Dialogue</li> <li>• Thriving As A Racially Conscious Person</li> <li>• Implicit Bias</li> <li>• Let's Talk About Race</li> <li>• Tragedy of Non-ness</li> </ul> </li> </ul> </li> </ul> </li> </ul> | <p><b>\$233,500</b><br/>(\$3,500 for first cohort up to 30 and \$2500 each for remaining 92 additional cohorts)</p> <p><b>\$45,000</b><br/>(\$22,500 per cohort of up to 30 participants)</p> |
| Online Professional Development     | <p><b>District Online Access Bundle</b></p> <ul style="list-style-type: none"> <li>• Includes up to 9 courses</li> </ul>  | <p>\$25,000</p>   |
| Professional Learning/ Coherence    | <p><b>Up to 15 hours for leadership team</b></p> <p>Please Note – coherence hours are for coaching and implementation of our existing program offerings</p>   | <p><b>\$15,000</b></p>  |
|                                     | <p><b>Annual Cost 2021-2022</b></p>   | <p><b>\$318,500</b></p>   |

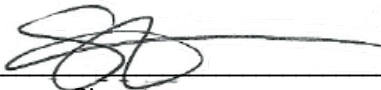
SIGNATURE

The parties hereto have executed this Contract by and through their duly authorized agents or representatives.

*Sacramento City Unified School District*

*Epoch Education*

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

August 27, 2021  
\_\_\_\_\_  
Date

NOTICES

Notices to CLIENT shall be addressed to:  
Sacramento City Unified School District  
Christine Baeta, Ed.D  
Chief Academic Officer  
**5735 47<sup>th</sup> Avenue**  
**Sacramento, CA 95824**  
christine-baeta@scusd.edu

Notices to COMPANY shall be addressed to:  
Epoch Education  
Susan Callender, COO  
5627 Telegraph Ave, #220  
Oakland, CA 94609  
susan@epocheducation.com



**AGREEMENT FOR APPRENTICESHIP TRAINING PROGRAM**  
**Between**  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**And**  
**CALIFORNIA FIREFIGHTER JOINT APPRENTICESHIP COMMITTEE**

This agreement entered into this 1<sup>st</sup> day of July 2021, by and between the Sacramento City Unified School District, hereinafter referred to as "District", and the California Fire Fighter Joint Apprenticeship Committee, hereinafter referred to as "CAL-JAC".

WHEREAS, the CAL-JAC has established Apprenticeship Training Standards which identify the professional levels of competence required of apprentices; and,

WHEREAS, those Apprenticeship Standards specify the training, education, experience, performance objectives, and minimum requirements for professional competence of an apprentice; and,

WHEREAS, the District has approval from the California Community Colleges Chancellor's Office (CCCCO) to conduct related and supplemental instruction training programs; and,

WHEREAS, the CAL-JAC and the District will provide related and supplemental instruction for apprentice Fire Fighters, Fire Fighter II's, Fire Apparatus Engineers, Firefighter EMTs, Fire Fighter Divers, Emergency Medical Technicians, Paramedics, Engineers, Fire Officers, Fire Equipment Specialists, Fire Inspectors, Fire Marshals, Fire Prevention Officers, Hazardous Materials Technicians, Fire Department Training Officers, Wildland Fire Fighter Specialists, Arson and Bomb Investigators, Fire Fighter Paramedics, Fire Suppression Technicians and Heavy Fire Equipment Operators; with participating departments under agreements as determined by the CAL-JAC.

NOW THEREFORE, the parties agree:

**ARTICLE I – TERM OF AGREEMENT**

The term of this agreement shall be July 1, 2021 through June 30, 2022.

**ARTICLE II – RESPONSIBILITY OF DISTRICT**

1. The District agrees to participate in a training program for eligible apprentices in the CAL-JAC.
2. The District shall contract with the CAL-JAC for all instructional and training services provided in accordance with the CAL-JAC standards. The District shall retain 10% of the base rate as income from the apprenticeship revenues generated by the attendance of apprentices for a minimum of 71,964 hours of academy and related and supplemental instruction in each fiscal year during the term of this Agreement. The District shall pay to the CAL-JAC 90% of the base rate generated by apprentice attendance at an RSI rate of \$6.77 per hour of instruction. All classroom hours shall be scheduled in accordance with the California Education Code Section 8152. The District obligation hereunder is payable from funds appropriated for the purpose of this Agreement and is contingent upon the establishment of an appropriation as specified in the California Education Code, Sections 8150 and 8152 for each fiscal year this Agreement is in effect or other supplemental appropriations derived from hours of apprenticeship education. The District has no obligation for any services, which may have been provided by the CAL-JAC hereunder if such funds are not appropriated and allocated for use by the District for the purposes of this program. The District shall notify the CAL-JAC of any such non-allocation at the earliest possible date.
3. The District shall disburse funds that have been received from the State and owed to the CAL-JAC within 30 days of receiving a CAL-JAC invoice based upon reported attendance.

4. The District shall claim as income, funds received, generated by, or attributed to the Apprenticeship Program such as, but not limited to, funds derived from apprenticeship education revenues pursuant to the California Education Code, Sections 8150 and 8152 of Article 8, Chapter 1, Part 6, Title I or other appropriations based on hours of apprenticeship education.

### **ARTICLE III – RESPONSIBILITY OF CAL-JAC**

1. The CAL-JAC shall provide or arrange for all instructors, classroom space, required training equipment, and supplies for the prescribed instruction in the CAL-JAC. The CAL-JAC will provide sufficient instructional staff possessing the proper credential as established by the District, or as specified in the California Education Code, Section 8153.5, Article 8, Chapter 1, Part 6, Title I.
2. The CAL-JAC shall be responsible for payment of all salary and other employment costs for the instructors directly to and on behalf of all the persons employed for such purposes. The CAL-JAC shall also indemnify and hold the District harmless against any and all claims, which are made for salary or employment/benefits of such instructors for the period covered by the terms of this agreement.
3. The CAL-JAC shall maintain and submit to the District, records of individual apprentices' attendance and achievements within guidelines established by the District.

### **ARTICLE IV – MISCELLANEOUS**

1. All written notices, reports and other written communications under this agreement shall be deemed effective upon their deposit in the United States mail, postage prepaid, and addressed as follows:

Sacramento City Unified School District  
Attn: Susan Lytle-Gilmore, Director  
5451 Lemon Hill Avenue  
Sacramento, CA 95824

California Firefighter Joint Apprenticeship Committee  
Attn: Yvonne de la Peña, Executive Director  
1780 Creekside Oaks Drive  
Sacramento, CA 95833

2. Either party may terminate this agreement at the end of any fiscal year by giving written notice to the other party at least thirty (30) days prior to the effective termination date.
3. The District and the CAL-JAC shall, to the extent permitted by law, indemnify and hold each other harmless against any liability whatsoever arising from any act or acts of their employees participating or functioning in the apprenticeship program herein provided.
4. The CAL-JAC reaffirms its commitment to provide equal employment opportunity and an equitable and representative distribution of women and minorities in the California fire services while maintaining existing standards. It is and will continue to be the policy of the CAL-JAC not to discriminate against any applicant on the basis of race, color, national origin, marital status, sex, or other non-job related reason. Each member of the CAL-JAC, its staff, and the Sub-JACs will extend good faith efforts in accomplishing the goals of the Training Program and the departments' affirmative action plan.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year first above written.

Sacramento City Unified School District

California Firefighter  
Joint Apprenticeship Committee



\_\_\_\_\_  
Rose F. Ramos  
Chief Business Officer

\_\_\_\_\_  
Yvonne de la Peña  
Executive Director

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

Date: August 13, 2021  
\_\_\_\_\_



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## SERVICES AGREEMENT

**Date:** September 14, 2021 **Place:** Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Linked Learning Alliance (hereinafter referred to as "Contractor").

**Recitals:**

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

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

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

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

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

### ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described in Exhibit A, Scope of Work ("Services").

### ARTICLE 2. TERM.

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

### ARTICLE 3. PAYMENT.

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

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**Fee Rate:** Fees per attached Scope of Work. District shall not pay additional travel and other expenses. Total fee shall not exceed One Hundred Seven Thousand, Four Hundred Ninety-Five Dollars (\$107,495).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of See Kha, Program Technician, Linked Learning Department, at [seekh@scusd.edu](mailto:seekh@scusd.edu).

#### **ARTICLE 4. EQUIPMENT AND FACILITIES.**

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

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

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

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

#### **ARTICLE 6. INDEPENDENT CONTRACTOR.**

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

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

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

#### **ARTICLE 7. FINGERPRINTING REQUIREMENTS.**

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

#### **ARTICLE 8. VACCINATION REQUIREMENTS**

Vaccination requirements. As required by District and State Public Health Order of August 11, 2021, all individuals serving in school settings must verify vaccine status. Individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, are required to undergo diagnostic screening testing at least once weekly. Contractor agrees that any employee it provides to district shall be subject to the vaccination requirements set forth by the California Department of Public Health. Upon Contractor's receipt of vaccination documents, District will be notified. For individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, Contractor agrees such individuals must undergo diagnostic screening testing at least once weekly and Contractor shall provide evidence of same to district on a weekly basis or as otherwise agreed upon by District and the Contractor. District shall provide contractor's employees opportunities to undergo diagnostic screening testing at least once weekly through its facilities.

Failure to adhere to the terms of this provision is grounds for termination of the agreement.

#### **ARTICLE 9. MUTUAL INDEMNIFICATION.**

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

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

#### **ARTICLE 10. INSURANCE.**

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an

additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

#### **ARTICLE 11. TERMINATION.**

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

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

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

#### **ARTICLE 12. ASSIGNMENT.**

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

#### **ARTICLE 13. NOTICES.**

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:  
Sacramento City Unified School District  
Attn: Jessica Sulli, Contracts  
5735 47<sup>th</sup> Ave  
Sacramento CA 95824

Contractor:  
Linked Learning Alliance  
Attn: Robert Curtis  
730 Harrison St 3<sup>rd</sup> Floor  
San Francisco, CA 94107

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**ARTICLE 14. ENTIRE AGREEMENT.**

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

**ARTICLE 15. CONFLICT OF INTEREST.**

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement. Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

**ARTICLE 16. NONDISCRIMINATION.**

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

**ARTICLE 17. SEVERABILITY.**

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

**ARTICLE 18. RULES AND REGULATIONS.**

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

**ARTICLE 19. APPLICABLE LAW/VENUE.**

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





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**ARTICLE 20. RATIFICATION BY BOARD OF EDUCATION.**

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**LINKED LEARNING ALLIANCE**

By: \_\_\_\_\_

Rose Ramos  
Chief Business Officer

By:  \_\_\_\_\_

Anne Stanton  
CEO

9/16/2021

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **EXHIBIT A**



### **Linked Learning Alliance Scope of Work**

**Sacramento City Unified School District**

**September 2021-June 2022**

The Alliance welcomes the opportunity to partner with Sacramento City Unified School District to build on your progress and set a high-quality standard for college and career preparation communitywide. In partnership, the Linked Learning Alliance and SCUSD will leverage the Linked Learning certification standards to map the community's existing assets related to pathways, academies, and college and career readiness. Insights gleaned from the asset mapping process will inform recommendations for ensuring systemwide implementation of high-quality and impactful pathways and college and career experiences that inspire students and help them gain the academic and job skills to flourish in the future economy.

In addition, the Alliance will work with SCUSD to facilitate a monthly site leader community of practice to build the capacity of site leaders to utilize the Linked Learning approach to improve their pathways and college and career readiness in their specific context and school.

The Linked Learning asset mapping process provides a community with information to build and improve its college and career pathways; expand partnerships between secondary, postsecondary, and industry; and support the high school redesign efforts. The asset mapping process examines the district's and community's existing resources for pathway development and culminates in recommendations for the planning, implementation, and scaling of Linked Learning pathways.

In collaboration with a team of district leaders from the SCUSD, the Linked Learning Alliance will use the Linked Learning certification standards to map the district's existing assets related to pathways and college and career readiness and offer recommendations for growth and development. The asset mapping process will focus on the district's eight high schools and the existing nineteen pathways and academies.

#### **Purpose of Asset Mapping:**

- To assemble and review current or baseline student achievement, demographic, and labor market data about the community, district, and pathways to provide an informed basis for planning or improving an equitable system of Linked Learning pathways.



- To assess the district's and community's assets and gaps against the Linked Learning standards and District Systems and Capacities Framework.
- To serve as the foundation for the 12–18-month Linked Learning pathway implementation or improvement plan.

### **Frameworks and Data for Asset Mapping:**

The Linked Learning Alliance uses two frameworks for our asset mapping: the [Linked Learning Standards](#) and the Linked Learning District Systems and Capacities Framework. As part of the Asset Mapping process, we review data on college preparatory course completion, CTE/career-themed course completion, postsecondary credits earned, and graduation. In addition, it is essential to review local labor market data and available postsecondary programs to determine how these align with your pathways and industry sectors.

### **Linked Learning Asset Mapping Process:**

The Alliance will work with the district to collaboratively assess pathways and identify opportunities to develop a more equitable system of high-quality Linked Learning pathways. The mapping process is customized to align with local goals and priorities. The Alliance will provide a comprehensive report and recommendations based on the mapping. Key elements of the asset mapping include:

- The Alliance will assemble a 3-person team responsible for the asset mapping process and recommendations. The team will include senior Alliance staff and coaches with district and pathway-level leadership experience.
- The Alliance team will work with the district team to collaboratively:
  - Identify the goals and critical questions for the asset mapping
  - Review current district, site, and pathway data related to pathways and student achievement
  - Identify key stakeholders, partners, schools, and pathways that will participate in the asset mapping
  - Develop a set of interview prompts for various stakeholders
  - Agree on a timeline for the asset mapping and schedule interviews and site visits



- The district will be responsible for scheduling interviews, site visits, and collecting necessary data and artifacts.
- The Alliance team will meet and interview key stakeholders, including educators, community, workforce, and postsecondary partners, and review relevant site, district, and community artifacts related to pathways and college and career readiness
- The Alliance team will develop a report and recommendations based on the agreed-upon goals and questions.
- Example questions that the asset mapping could address:
  - How are pathway programs and experiences leading to improved student outcomes?
  - Is the academic curriculum rigorous and connected to the industry theme?
  - How are master schedules supporting or hindering student success in the pathways?
  - Is the pathway coursework meaningful, relevant, and integrated?
  - How are pathways providing integrated and equitable work-based learning experiences that support student learning outcomes?
  - Given the local labor market and postsecondary programs, does the district have the right pathways for its students and community?
  - How are pathways integrating the four Linked Learning elements to support student success?
  - How are the district systems, structures, and policies supporting a comprehensive system of certified pathways?

**Linked Learning Alliance Scope of Services**

| <b>Linked Learning Asset Mapping Services</b>  |  |  |
|--|--|--|
| <b>Objective or Goal</b>   | <b>Services</b>  | <b>Timing and Costs</b>  |
| <p><b>Planning Meetings:</b></p> <p>Agree on goals and plan for Linked Learning Asset Mapping</p>      | <p>Meet with district team to collaboratively:</p> <ul style="list-style-type: none"> <li>Identify the goals and critical questions for the asset mapping</li> <li>Identify and begin to review current district, site, and pathway data or artifacts related to pathways and student achievement</li> <li>Identify key stakeholders, partners, schools, and pathways that will participate in the asset mapping</li> <li>Develop a set of interview prompts for various stakeholders</li> <li>Agree on a timeline for the asset mapping and a schedule interviews and site visits</li> <li>Review current pathways status and progress</li> </ul> | <p>Sept.-Oct.</p> <p>One day in-person</p> <p>One day virtual</p> <p>Cost: \$5,000</p> |
| <p><b>Virtual Interviews:</b></p> <p>Interview diverse stakeholders</p>                                | <ul style="list-style-type: none"> <li>Linked Learning Alliance staff will meet and interview key stakeholders, including educators, community, workforce, and postsecondary partners, and review relevant site, district, and artifacts (including curriculum, schedules, and student achievement data) related to pathways and college and career readiness</li> </ul>   | <p>Oct. 2021</p> <p>Four days</p> <p>Cost: \$15,000</p>                                |
| <p><b>Site Visits:</b></p> <p>Visit schools with a focus on college and career or pathway programs</p> | <ul style="list-style-type: none"> <li>Linked Learning Alliance staff will work with district staff to schedule three days to visit school sites and college and career or pathway programs. Visits would include meeting with key CTE and academic teachers, counselors, administrators, and partners.</li> </ul>   | <p>Nov. 2021</p> <p>Three days</p> <p>Cost: \$15,000</p>                               |
| <p><b>Data and Evidence Review:</b></p> <p>Review data and</p>   | <ul style="list-style-type: none"> <li>Linked Learning Alliance staff will review with district staff the initial data, evidence, and emerging themes or patterns from interviews and site visits</li> </ul>   | <p>Nov.-Dec. 2021</p> <p>One day</p>   |



|  |  |  |
|--|--|--|
| evidence   |  | Cost: \$5,000  |
| <b>Report and Recommendations:</b><br><br>Present findings and recommendations   | <ul style="list-style-type: none"> <li>• Linked Learning Alliance staff will develop a report and recommendations based on the agreed-upon goals and questions.</li> <li>• Linked Learning Alliance staff will develop a presentation of the essential findings and recommendations that the district can use with various stakeholders</li> <li>• Linked Learning Alliance services would be a combination of virtual and in-person</li> </ul>  | Dec. 2021<br><br>Four days<br><br>Cost: \$10,000                                   |
| <b>District Linked Learning Implementation &amp; Improvement Plan</b><br><br>Collaboratively develop Linked Learning implementation plan | <ul style="list-style-type: none"> <li>• Linked Learning Alliance staff will work with district staff and other stakeholders to review the asset mapping findings and recommendations.</li> <li>• This group will then use these results to develop a 12–18-month Linked Learning pathway implementation and improvement plan. The implementation plan will outline a clear strategy that considers what assets are in place and what capacities will be needed to equitably implement Linked Learning and strengthen critical systems and structures.</li> <li>• Linked Learning Alliance services would be a combination of virtual and in-person</li> </ul> | Jan. 2021<br><br>Four days<br><br>Cost: \$10,000                                   |
| <b>Asset Mapping Subtotal: \$60,000</b>  |  |  |
| <b>Site Leader Community of Practice</b>   | <ul style="list-style-type: none"> <li>• Linked Learning Alliance staff will work with district staff to plan, design, and co-facilitate monthly community of practice meetings for site leaders.</li> </ul>   | Oct. 2021-June 2022<br><br>One day per month for nine months<br><br>Cost: \$23,000 |
| <b>Site Leader Coaching</b>  | <ul style="list-style-type: none"> <li>• Linked Learning Alliance staff and coaches would provide monthly coaching to select site leaders.</li> </ul>  | Oct-June 2022<br><br>One day per month for nine months                             |



|  |   |                                      |
|--|---|--------------------------------------|
|  | <ul style="list-style-type: none"> <li>Coaches would work with the site leader to develop a coaching plan with clear goals and outcomes</li> <li>Monthly coaching meetings for up to three principals would be approximately one hour plus one hour of preparation</li> </ul> | <b>Cost: \$23,000</b>                |
| <b>Linked Learning 101 Workshop Series</b> | <ul style="list-style-type: none"> <li>Five registrations for the Linked Learning 101 Workshop series that starts on September 30<sup>th</sup> and includes four workshops.</li> </ul>  | Sept.-Nov 2021<br>5 x \$299 = \$1495 |
|  |   | <b>Total Cost: \$107,495</b>         |

**Sacramento City Unified School District Linked Learning and CPA Academies 2021**

- 1. Luther Burbank HS -Jim Peterson, Principal**
  - a. Food & Health Sciences (Urban Agriculture)
  - b. Media arts & Technology
  - c. Building Trades (CPA)
  - d. Law & Social Justice (CPA)
- 2. New Tech -Jessica Martin, Principal**
  - a. Design Pathway
  - b. Graphic Design
  - c. Animation
  - d. Computer Science
- 3. Hiram Johnson – Garrett Kirkland, Principal**
  - a. Design Pathway
  - b. Health & Medical Science Academy (CPA)
  - c. Johnson Corporate Business Academy (CPA)
  - d. Law Academy (CPA)
- 4. Rosemont – Elizabeth Vigil – Principal**
  - a. Engineering, Construction, & Design Academy (ECD)
  - b. RHS Culinary Academy
  - c. Multimedia Academy
- 5. School of Engineering and Science– Vanessa Buitrago- Principal**
  - a. 7th – 12th grade
- 6. Arthur Benjamin Health Profession – Leticia Bucio – Principal**
  - a. Health Profession
- 7. John F Kennedy – David Van Natten – Principal**
  - a. Criminal Justice Academy – (CPA – non-CTE)
  - b. MaD – Manufacturing & Design
- 8. CK McClatchy – Andrea Egan – Principal**
  - a. Criminal Justice Academy (CJA) – (CPA)
  - b. Law & Public Policy Academy (LPPA) – (CPA)

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**EXHIBIT B**

**CONTRACTOR CERTIFICATION of COMPLIANCE**

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

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

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

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

  
\_\_\_\_\_  
Anne Stanton, CEO  
Linked Learning Alliance

9/16/2021  
\_\_\_\_\_  
Date





## **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 1<sup>st</sup> DAY OF SEPTEMBER, 2021, by and between the Sacramento City Unified School District ("District") and TSE Construction ("Contractor") ("Agreement").

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

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

**PROJECT: DISTRICTWIDE HYDRATION STATIONS**

Which consists of removing and hauling away existing drinking fountains; demolishing exterior walls and preparing for plumbing and electrical rough-in; furnishing and installing new 2x4 plumbing furr walls with plywood siding panel as needed to accommodate new drinking fountains; roughing-in plumbing and electrical; installing new wood blocking for drinking fountains and bottle fillers; exterior wall patching after plumbing and electrical rough-in; painting new patch area or plumbing furr walls to match existing; installing new, owner furnished, Elkay drinking fountains LZS8WSL with LZWSR at 90 locations as directed by the District. A list of all District locations is attached in Exhibit A.

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

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or



quantity material or workmanship control. The decision of the District in the matter shall be final.

4. **Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within three hundred sixty-five (365) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

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

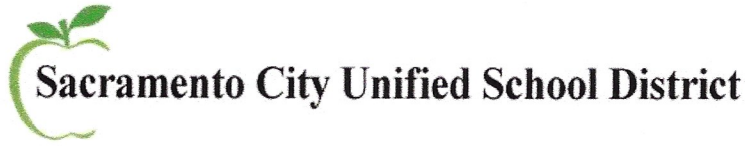
The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant



to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

- 10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type B - General Building Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. The Contractor and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for



the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Four Hundred Eighty-One Thousand, Nine Hundred Fifty Dollars (\$481,950)**

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


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

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

**TSE CONSTRUCTION**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_

DocuSigned by:  
  
\_\_\_\_\_

By: Jerry Tse

By: Rose Ramos

Title: President

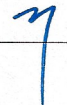
Title: Chief Business Officer

Date: 09/07/2021

Date: 09/14/2021

**ACKNOWLEDGEMENT OF GENERAL CONDITIONS**

The General Conditions and definitions therein are accessible on the SCUSD website at [www.scusd.edu/construction-projects](http://www.scusd.edu/construction-projects) and are an integral part of the Contract Documents. The Contractor shall not disclaim knowledge of the meaning and effect of any term or provision of these General Conditions, and Supplemental Conditions, if any, and agrees to strictly abide by their meaning and intent. In the event the Contractor fails to initial this acknowledgement, the District shall have the right to reject the Bid.

CONTRACTOR'S INITIALS: 

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

END OF DOCUMENT

**EXHIBIT A**

**List of All District Sites**  
**Sacramento City Unified School District**

| School                                   | Address                        | City       | ST | Zip   |
|--|--------------------------------|------------|----|-------|
| A. M. Winn Elementary                    | 3351 Explorer Drive            | Sacramento | CA | 95827 |
| Abraham Lincoln Elementary               | 3324 Glenmoor Drive            | Sacramento | CA | 95827 |
| A. Warren McClaskey Adult Ed Center      | 5241 J Street                  | Sacramento | CA | 95819 |
| Albert Einstein Middle                   | 9325 Mirandy Drive             | Sacramento | CA | 95826 |
| Alice Birney Public Waldorf              | 6251 13th Street               | Sacramento | CA | 95831 |
| American Legion                          | 3801 Broadway                  | Sacramento | CA | 95817 |
| Arthur A. Benjamin Health Professions HS | 451 McClatchy Way              | Sacramento | CA | 95818 |
| Bowling Green Charter McCoy              | 4211 Turnbridge Drive          | Sacramento | CA | 95823 |
| Bowling Green Charter Chacon             | 6807 Franklin Blvd.            | Sacramento | CA | 95823 |
| Bret Harte Elementary                    | 2751 9th Avenue                | Sacramento | CA | 95818 |
| C. K. McClatchy High                     | 3066 Freeport Boulevard        | Sacramento | CA | 95818 |
| Caleb Greenwood K-8                      | 5457 Carlson Drive             | Sacramento | CA | 95819 |
| California Middle                        | 1600 Vallejo Way               | Sacramento | CA | 95818 |
| Camellia Basic Elementary                | 6600 Cougar Drive              | Sacramento | CA | 95828 |
| Capital City School                      | 7222 24th Street               | Sacramento | CA | 95822 |
| Caroline Wenzel Elementary               | 6870 Greenhaven Drive          | Sacramento | CA | 95831 |
| Cesar E. Chavez Elementary               | 7500 32nd Street               | Sacramento | CA | 95822 |
| Charles A. Jones (Adult Ed)              | 5451 Lemon Hill Avenue         | Sacramento | CA | 95824 |
| Crocker Riverside Elementary             | 2970 Riverside Boulevard       | Sacramento | CA | 95818 |
| David Lubin Elementary                   | 3535 M Street                  | Sacramento | CA | 95816 |
| Earl Warren Elementary                   | 5420 Lowell Street             | Sacramento | CA | 95820 |
| Edward Kemble Elementary                 | 7495 29th Street               | Sacramento | CA | 95822 |
| Elder Creek Elementary                   | 7934 Lemon Hill Avenue         | Sacramento | CA | 95824 |
| Ethel I. Baker Elementary                | 5717 Laurine Way               | Sacramento | CA | 95824 |
| Ethel Phillips Elementary                | 2930 21st Avenue               | Sacramento | CA | 95820 |
| Fern Bacon Middle                        | 4140 Cuny Avenue               | Sacramento | CA | 95823 |
| Father Keith B. Kenny Elementary         | 3525 Martin L. King, Jr. Blvd. | Sacramento | CA | 95817 |
| Genevieve F. Didion K-8                  | 6490 Harmon Drive              | Sacramento | CA | 95831 |
| George Washington Carver                 | 10101 Systems Parkway          | Sacramento | CA | 95827 |
| Golden Empire Elementary                 | 9045 Canberra Drive            | Sacramento | CA | 95826 |
| H. W. Harkness Elementary                | 2147 54th Avenue               | Sacramento | CA | 95822 |
| Hiram W. Johnson High                    | 6879 14th Avenue               | Sacramento | CA | 95820 |
| Hollywood Park Elementary                | 4915 Harte Way                 | Sacramento | CA | 95822 |
| Hubert H. Bancroft Elementary            | 2929 Belmar Street             | Sacramento | CA | 95826 |
| Isador Cohen Elementary                  | 9025 Salmon Falls Drive        | Sacramento | CA | 95826 |
| James W. Marshall Elementary             | 9525 Goethe Road               | Sacramento | CA | 95827 |
| John Bidwell Elementary                  | 1730 65th Avenue               | Sacramento | CA | 95822 |
| John Cabrillo Elementary                 | 1141 Seamas Avenue             | Sacramento | CA | 95822 |
| John D. Sloat Elementary                 | 7525 Candlewood Way            | Sacramento | CA | 95822 |
| John F. Kennedy High                     | 6715 Gloria Drive              | Sacramento | CA | 95831 |

|                                     |                               |            |    |       |
|-------------------------------------|-------------------------------|------------|----|-------|
| John H. Still K-8                   | 2250 John Still Drive         | Sacramento | CA | 95832 |
| John Morse Therapeutic Center       | 1901 60th Avenue              | Sacramento | CA | 95822 |
| Kit Carson International Academy    | 5301 N Street                 | Sacramento | CA | 95819 |
| Leataata Floyd Elementary           | 401 McClatchy Way             | Sacramento | CA | 95818 |
| Leonardo da Vinci K-8               | 4701 Joaquin Way              | Sacramento | CA | 95822 |
| Luther Burbank High                 | 3500 Florin Road              | Sacramento | CA | 95823 |
| Mark Twain Elementary               | 4914 58th Street              | Sacramento | CA | 95820 |
| Martin Luther King, Jr. K-8         | 480 Little River Way          | Sacramento | CA | 95831 |
| Matsuyama Elementary                | 7680 Windbridge Drive         | Sacramento | CA | 95831 |
| New Joseph Bonnheim Comm. Charter   | 7300 Marin Avenue             | Sacramento | CA | 95820 |
| New Technology High                 | 1400 Dickson Street           | Sacramento | CA | 95822 |
| Nicholas Elementary                 | 6601 Steiner Drive            | Sacramento | CA | 95823 |
| O. W. Erlewine Elementary           | 2441 Stansberry Way           | Sacramento | CA | 95826 |
| Oak Ridge Elementary                | 4501 Martin L. King Jr. Blvd. | Sacramento | CA | 95820 |
| Pacific Elementary                  | 6201 41st Street              | Sacramento | CA | 95824 |
| Parkway Elementary                  | 4720 Forest Parkway           | Sacramento | CA | 95823 |
| Peter Burnett Elementary            | 6032 36th Avenue              | Sacramento | CA | 95824 |
| Phoebe A. Hearst Elementary         | 1410 60th Street              | Sacramento | CA | 95819 |
| Pony Express Elementary             | 1250 56th Avenue              | Sacramento | CA | 95831 |
| Rosa Parks Middle                   | 2250 68th Avenue              | Sacramento | CA | 95822 |
| Rosemont High                       | 9594 Kiefer Boulevard         | Sacramento | CA | 95827 |
| Sam Brannan Middle                  | 5301 Elmer Way                | Sacramento | CA | 95822 |
| School of Engineering and Sciences  | 7345 Gloria Drive             | Sacramento | CA | 95831 |
| Sequoia Elementary                  | 3333 Rosemont Drive           | Sacramento | CA | 95826 |
| Success Academy                     | 2221 Matson Dr.               | Sacramento | CA | 95822 |
| Susan B. Anthony Elementary         | 7864 Detroit Boulevard        | Sacramento | CA | 95832 |
| Sutter Middle                       | 3150 I Street                 | Sacramento | CA | 95816 |
| Suttersville Elementary             | 4967 Monterey Way             | Sacramento | CA | 95822 |
| Tahoe Elementary                    | 3110 60th Street              | Sacramento | CA | 95820 |
| The Met Sacramento High School      | 810 V Street                  | Sacramento | CA | 95818 |
| Theodore Judah Elementary           | 3919 McKinley Boulevard       | Sacramento | CA | 95819 |
| Washington Elementary               | 520 18th Street               | Sacramento | CA | 95811 |
| West Campus                         | 5022 58th Street              | Sacramento | CA | 95820 |
| Will C. Wood Middle                 | 6201 Lemon Hill Avenue        | Sacramento | CA | 95824 |
| William Land Elementary             | 2120 12th Street              | Sacramento | CA | 95818 |
| Woodbine Elementary                 | 2500 52nd Avenue              | Sacramento | CA | 95822 |
| <b>Non-Instructional Facilities</b> |                               |            |    |       |
| District Office - Serna Center      | 5735 47th Avenue              | Sacramento | CA | 95824 |
| CB Wire                             | 5100 El Paraiso Avenue        | Sacramento | CA | 95824 |
| CP Huntington                       | 5921 26 <sup>th</sup> Street  | Sacramento | CA | 95822 |
| Florin Tech                         | 2401 Florin Road              | Sacramento | CA | 95822 |
| Nutrition Services                  | 3101 Redding Avenue           | Sacramento | CA | 95820 |
| Operations Support Services         | 425 1st Avenue                | Sacramento | CA | 95818 |
| Purchasing/Warehouse                | 3051 Redding Avenue           | Sacramento | CA | 95820 |
| Transportation                      | 7050 San Joaquin Street       | Sacramento | CA | 95820 |

Any other location within the Greater Sacramento Area designated by the District



2831 G St, STE 200  
Sacramento, CA 95816  
916.443.5395

# SOFTWARE DEVELOPMENT AGREEMENT

Sacramento City Unified School  
District

# SOFTWARE DEVELOPMENT AGREEMENT

## Terms and Conditions of Service

This Software Development Agreement (the “Agreement”) is hereby entered into between Capitol Tech Solutions (“CTS”), a California corporation and Sacramento City Unified School District (SCUSD), the “Client” or “You” (collectively the “Parties”). This Agreement is effective as of the last date that both Parties execute this Agreement (the “Effective Date”). The provisions, covenants, and conditions in this Agreement apply to bind the Parties, as well as their legal heirs, representatives, successors, and assigns.

### 1. Scope of Services.

**1.1. Scope of Work:** Subject to the terms and conditions of this Agreement, Client wishes to retain CTS to perform mutually agreed services (the “Services”) and be compensated according to the Scope of Work (“SOW”) to be attached to this Agreement as Exhibit A and incorporated by this reference upon execution by the parties. Each SOW shall set forth the agreed upon project, project schedule, and payment terms and will be signed and dated by the parties. Once executed, each SOW shall be deemed incorporated into this Agreement.

**1.2. Changes to Scope:** SCUSD reserves the right to modify the SOW at any time provided, however, that CTS agrees to it, in writing. CTS will determine the method, details, and means of performing the Services, subject to the specifications, parameters, timeline and objectives set forth by SCUSD. Should any inconsistency exist or arise between a provision of this Agreement and a provision of a SOW, the provision of this Agreement shall prevail.

### 2. Payment for Services.

**2.1. Billing Schedule:** Client, in consideration for the services described in the SOW attached hereto, shall make payments to CTS in accordance with the Billing Schedule attached hereto as Exhibit B (the “Billing Schedule”). Client shall make payments to CTS in a timely manner in accordance with the Billing Schedule.

**2.2. Time is of the Essence:** The Parties hereby expressly acknowledge and agree that time is of the essence with respect to payment obligations hereunder as set forth in the Billing Schedule, and Client’s failure to make timely payment is a material breach of this Agreement. Client agrees that if it fails to make payments timely pursuant to the Billing Schedule, CTS is entitled to payment in full plus interest on any outstanding unpaid amount at a rate of 12% per annum.

### 3. Intellectual Property.

**3.1. Work Made for Hire:** CTS agrees that design and development of the Software under this Agreement (excluding “Development Tools” as expressly defined herein) is a “work made for hire” and that after CTS has delivered the Software, Client has accepted the Software, and Client has performed all payment obligations set forth in the Billing Schedule, the Software





(but not the Development Tools) shall become the sole property of Client and shall not be shared with third parties at any time unless Client agrees in writing.

**3.2. Development Tools:** The term “Development Tools” as used herein shall mean and refer to all materials, information, trade secrets, programming techniques and know-how, generic programming codes and segments, methods, processes, data, tools, documents, notes, formulae and templates developed by or otherwise utilized by CTS and its employees and/or contractors prior to delivery of the Software to Client in connection with design and/or development of the Software that are designed to perform generalized functions and do not contain any confidential or proprietary information belonging to Client. Such Development Tools, to the extent they are owned, remain the property of CTS and/or its employees and/or contractors.

**3.3. Assignment:** To the extent CTS produces or creates any Software in the course of performing the tasks specified in the Scope of Work other than Development Tools that, for any reason, does not qualify as a “work made for hire,” CTS hereby grants to Client, and Client hereby accepts, an unlimited, unrestricted, royalty-free, fully worldwide and exclusive license to use any such Software.

#### **4. Performance, Delivery, and Acceptance.**

**4.1. Client Cooperation:** Client agrees to perform any and all tasks assigned to Client set forth in this Agreement and the Scope of Work and to provide all assistance and cooperation necessary to CTS to complete timely and efficiently the tasks set forth in the Scope of Work and to execute any Change Requests. CTS shall not be responsible for any delays in performance of the tasks set forth in the Scope of Work, or any failure to meet any deadlines specified in the Scope of Work, the Billing Schedule, or anywhere else in this Agreement, caused in whole or in part by Client’s failure to timely provide its assistance or cooperation upon request by CTS.

**4.2. Acceptance of the Software:** Client shall make all necessary personnel and data available for testing the Software and training users of the Software prior to and during implementation. Client shall, in cooperation with CTS, prepare and be responsible for a plan for Client to test the Software using suitable test procedures to verify that the Software meets Client’s requirements. Client shall have ten (10) business days to test the Software and determine whether it satisfies its acceptance criteria in accordance with the Client’s acceptance plan. If Client approves the Software or fails to reject the Software within the ten (10) business day period in accordance with the terms set forth in paragraph 4.3 herein, or if/when Client puts the Software into regular operation, Client will be deemed to have accepted the Software.

**4.3. Rejection of the Software:** If Client tests the Software and determines that it fails to meet Client’s requirements, Client must notify CTS in writing of the rejection with a detailed explanation of the manner in which the Software does not meet Client’s requirements. CTS will then work with Client to develop a timetable for repairing deficiencies identified in the Software by Client. Once such repairs are completed, CTS will notify Client and Client shall have

another ten (10) business days to test the Software again and accept or reject it.

## 5. Warranties and Limitations.

**5.1. Software Provided “As Is”:** The Software CTS develops and provides under this Agreement is provided on an “As Is” basis with no warranties or representations, express, implied, or statutory, except as provided in paragraph 5.2 herein. CTS provides no warranty, express or implied, of merchantability, quality, or fitness for a particular purpose, nor are any warranties created or implied by the course of dealing, course of performance, or trade usage, except as provided in paragraph 5.2 herein. CTS does not represent or warrant that the Software will be free of errors or that the Software will operate without interruption. Client expressly represents and warrants that it understands that CTS has provided no warranties except as expressly set forth in paragraph 5.2 herein, and that these exclusions are an essential and material part of this negotiated Agreement.

**5.2. Performance Standards:** CTS will perform the tasks set forth in the Scope of Work in a workmanlike manner consistent with industry standards. To the extent Client believes any tasks are not performed in a manner consistent with industry standards, Client must report such deficiencies in writing, and Client’s exclusive remedy shall be re-performance of the task or tasks in a commercially reasonable period of time. CTS represents and warrants that the Software will not infringe on the intellectual property rights of any third party, and CTS will indemnify and hold harmless Client against any third party claims of intellectual property infringement arising from the Software. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CTS PROVIDES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

**5.3. Limitation of Liability:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES ARISING IN WHOLE OR IN PART FROM THE PERFORMANCE OF TASKS SET FORTH IN THE SCOPE OF WORK OR ARISING FROM THE SOFTWARE OR USE THEREOF. TO THE FULLEST EXTENT ALLOWED BY LAW, CLIENT AND CTS WILL INDEMNIFY AND HOLD HARMLESS THE OTHER FROM ANY CLAIMS INCURRED BY ACTS ARISING OUT OF OR IN CONNECTION WITH ANY ACTS OF THE OTHER INCONSISTENT WITH THE TERMS OF THIS AGREEMENT, INCLUDING REASONABLE ATTORNEY’S FEES INCURRED.

## 6. Term and Termination.

**6.1. Term:** This Agreement will become effective on the Effective Date. This Agreement will terminate upon the completion of the Services identified in the SOW or until terminated as set forth below.



2830 G St. STE 200  
Sacramento, CA 95816  
(916) 443-5395

**6.2. Termination for Cause:** Either of the Parties may terminate this Agreement if the other party defaults in any material duty or obligation hereunder upon written notice not cured within ten (10) days of receipt of such notice. The terminating party must provide written notice of intent to terminate, which must include a detailed description of the alleged material breach. The party receiving such notice shall have ten (10) days to cure the breach. Should the party receiving notice effectively and fully cure the default within ten (10) days of receipt of notice, the noticing party may not terminate the Agreement for cause.

**6.3. Termination Without Cause:** This Agreement may be terminated without cause upon thirty (30) days written notice. In the event of a termination for convenience, Client shall pay CTS for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records and expense reports, up until the date of termination. CTS will provide Client with documentary evidence of charges incurred up until the date of termination within a reasonable time upon notice of termination, and payment will be expected in full within thirty (30) days from the date such documentary evidence is provided. The Parties may mutually agree in writing to terminate this Agreement at any time.

**6.4. Automatic Termination:** This Agreement terminates automatically on the occurrence of either of the following events:

- 6.4.1.** bankruptcy or insolvency of either party; or
- 6.4.2.** sale of the business of either party.

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.

## **7. Contractor Relationship Between Client and CTS.**

**7.1. Independent Contractor Relationship:** It is the intention and understanding of the parties that CTS is an independent contractor and is not employed by Client. It is recognized that CTS may or will be performing professional services during the term for other parties and that Client is not the exclusive user of the services that CTS will provide. CTS is, and shall be at all times, an independent contractor and not an agent or representative of Client with regard to performance of this Agreement. Client shall not represent that it is, or hold itself out as, an agent or representative of CTS, nor shall client represent that CTS is its agent or representative. In no event shall Client be authorized to enter into any agreement or undertaking for or on behalf of CTS.

**7.2. Cooperative Relationship:** Client acknowledges that CTS depends in large part on Client's cooperation and professionalism for the quality and timeliness of its work product and deliverables. Client agrees to cooperate with CTS as may be requested from time to time by



CTS by making available to CTS any and all requested content, information, and/or approval reasonably necessary to complete projects in a timely manner.

The Parties expressly acknowledge and agree that any failure by Client to reasonably comply to the terms of this paragraph, including but not limited to lengthy delays in providing requested information to CTS, and/or failure to interact with CTS employees and staff in a professional and courteous manner, shall constitute grounds for termination for cause pursuant to paragraph 6.2 of this Agreement.

**7.3. Professional Discretion:** Client agrees that CTS may exercise its professional discretion with regard to performing the tasks specified in the Scope of Work.

## **8. Dispute Resolution.**

**8.1. Choice of Venue:** The Parties agree that this Agreement is made in, and shall be performed in, Sacramento, California. The Parties agree that exclusive jurisdiction over all disputes arising from this Agreement shall exist in Superior Court for the County of Sacramento, or, if federal jurisdiction over the dispute exists, in the United States District Court for the Eastern District of California.

**8.2. Choice of Law:** This Agreement shall be governed and construed in accordance with the laws of the state of California, excluding California's choice of law principles, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of California, excluding California's choice-of-law principles.

**8.3. Attorney's Fees:** In any litigation or other dispute resolution proceeding by which one party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, or asserts any claim or claims arising from this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

## **9. Confidentiality.**

All communications regarding the work performed pursuant to this Agreement within the scope of the Scope of Work are for the sole use of Client and CTS. All information exchanged by and between the parties for purposes of performing the services specified in the Scope of Work are confidential, privileged, and proprietary in nature. The Parties agree not to disclose any such information or communications to any third party or third parties unless such disclosure is reasonably necessary to achieve the objectives of this Agreement. These obligations of confidentiality survive termination of this Agreement, but shall not apply with respect to information which is independently developed or obtained by any of the Parties or lawfully becomes part of the public domain.



## **10. Insurance.**

Prior to commencement of services and during the life of this Agreement, CTS shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.

## **11. Miscellaneous Provisions.**

- 11.1. Non-Waiver:** Any failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 11.2. No Presumption:** Both CTS and Client agree that they have had a full and fair opportunity to review this Agreement, to obtain advice of counsel with respect to this Agreement, and to participate in drafting and revising this Agreement. Each of the Parties hereto has jointly participated in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement.
- 11.3. Entire Agreement:** This Agreement contains all covenants, promises, agreements and conditions between the Parties concerning the subject matter of this Agreement. This Agreement specifies the working relationship between Client and CTS, and specific obligations of both parties. No verbal agreements, conversations, understandings, or implied agreements between any officer, agent, associate or employee of CTS and/or Client prior to the Effective Date shall affect or modify any of the terms or obligations contained in this Agreement. No modification or amendment of the provisions of this Agreement shall be effective unless in writing and signed by authorized representatives of the Parties hereto.
- 11.4. Force Majeure:** Except for payment of sums due under the Billing Schedule, neither party shall be liable to the other or deemed in default under this Agreement, if and to the extent that such party's performance of this Agreement is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence beyond the control of the affected party and not avoidable by reasonable diligence. Force Majeure includes acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force Majeure, said party shall provide written notification to the other within 48 hours if possible. Delays shall cease as soon as practicable and written notification of same provided.
- 11.5. Compliance with Law:** Client and CTS both represent and warrant that they shall perform and comply with all applicable laws of the United States and the State of California; and all applicable laws, ordinances, rules, regulations, orders, and other requirements, in effect, of

any governmental entity (including but not limited to such requirements as may be imposed upon CTS and applicable to this Agreement). Client shall use the Software only for lawful purposes, and shall indemnify and hold harmless CTS in the event any third party or enforcement agency alleges unlawful use of the Software.

**11.6. Disclosure of Student Information.** The Parties understand and agree that, in order for CTS to effectively provide the Services as described herein, the Contractor may have access to and/or generate information that may be considered confidential student information, subject to the protections of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g, 34 Code of Federal Regulations Part 99, and California Education Code sections 49060-49085.

Whereas parental consent is generally required in order for a school district to disclose confidential student information, an exception exists wherein a school district may disclose confidential student information to a contractor or consultant, such as CTS, with a legitimate educational interest who has a formal written agreement or contract with the school district regarding the provision of outsourced institutional services or functions by the contractor or consultant. (Ed. Code, § 49076, subd. (a)(2)(G)(i).)

CTS is considered a “school official” for purposes of 34 CFR §99.31(a)(1)(i) and Education Code section 49076, subdivision (a)(2)(G)(i). CTS and/or its employees or subcontractors shall not disclose personally identifiable student information to any other party without the consent of the parent or adult student. CTS and/or its employees or subcontractors shall not use student information for any other purpose than the scope of work described herein.

**11.7. Severability:** If any provision of this Agreement is deemed unenforceable, then such provision will be modified to reflect the parties’ lawful intention and all remaining provisions of this Agreement shall remain in full force and effect.

**11.8. Counterparts:** This Agreement may be executed by the Parties in counterparts. The Parties need not execute this Agreement at the same time or in the same place for the Agreement to be effective.

## **12. Communication and Notices.**

### **12.1. Communication and Notice to CTS:**

General communications with CTS shall be sent by electronic mail to:

Capitol Tech Solutions  
E-Mail: [info@capitoltechsolutions.com](mailto:info@capitoltechsolutions.com)



2830 G St. STE 200  
Sacramento, CA 95816  
(916) 443-5395

Formal notices under this Agreement shall be sent by mail or electronic mail to:

Robert Reed  
2831 G Street, Suite 200  
Sacramento, CA 95816

E-Mail: [bobby@capitoltechsolutions.com](mailto:bobby@capitoltechsolutions.com)

**12.2. Communication and Notice to Client:**

General communications with Client shall be sent by electronic mail to:

Diana Flores  
E-Mail: [Diana-flores@scusd.edu](mailto:Diana-flores@scusd.edu)

Formal notices to Client shall be sent by mail or electronic mail to:

Sacramento City Unified School District  
Contracts Office  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

E-Mail: [Jessica-sulli@scusd.edu](mailto:Jessica-sulli@scusd.edu)



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed, effective as of the latest date of signature below (the “Effective Date”).

The signatories below represent and warrant that they are authorized agents of the Parties with full authority to bind the respective Parties they represent. The signatories below represent and warrant that they have had an opportunity to review this Agreement and consult with legal counsel, that they fully understand the terms herein, and agree to all such terms.

|  |   |
|--|---|
| <p>Sacramento City Unified School District</p> <hr/> <p>Signature</p> <p>By: Rose Ramos<br/>Title: Chief Business Officer</p> <p>Date: _____</p> <p>Billing Contact</p> <p>Robert Aldama<br/>3101 Redding Avenue<br/>Sacramento, CA 95820<br/>E-Mail: <a href="mailto:Robert-aldama@scusd.edu">Robert-aldama@scusd.edu</a></p> | <p>Capitol Tech Solutions</p> <hr/> <p>Signature</p> <p>By: Robert Haney<br/>Title: Business Development Manager</p> <p>Date: _____</p> |
|--|---|





# EXHIBIT A

## Scope of Work

### Project Background

SCUSD uses Data Entrée Application to manage activities related to planning, production, and distribution of meals to school within its districts. Data Entrée has served the district’s needs for decades. However, the application has fallen behind in technology and is no longer meeting the changing needs of the SCUSD.

The current version of Data Entrée is built with Microsoft Visual 6 and runs on Microsoft .NET 2.0 Framework and SQL Server 2005, all of which are well out of support. The application is operational only on Windows 7 Operating System, as of January 14, 2020 Microsoft no longer provides security patches for Windows 7, thus application may become more vulnerable to security risks.

### Project Goal

The goal of the project is for SCUSD to work with CTS to modernize the Data Entrée Application so it is reliable for another decade, meets current needs, is flexible to future needs, is secure, and is mobile friendly.

### Project Approach

The project will be split into three phases as shown in the table below with clear objectives, deliverables, and target duration.

| Phase Name        | Objective   | Deliverable(s)  | Duration | Estimated Cost |
|-------------------|---|---|----------|----------------|
| Phase I: Fix It   | Address the security vulnerability of running the application on Windows 7. Fix the defects that are a major impediment to the district.                        | <ul style="list-style-type: none"> <li>Update third party components, build, and distribute install packages that can run on Windows 10 to SCUSD staff.</li> <li>Fix Defect #1: Recipe not displayed properly in Meal Tracker</li> <li>Fix Defect #2: Recipe items creates issues when the included recipe item is included in a separate meal.</li> <li>Fix Defect #3: Holiday schedule delivery day adjustment</li> </ul> | 8 weeks  | \$63,200       |
| Phase II: Upgrade | Address the reliability, maintainability, and mobile friendliness by upgrading the application to a Desktop App that can be easily distributed to Staff desktop | <ul style="list-style-type: none"> <li>Upgrade the Data Entrée Database to at least Microsoft SQL Server 2019.</li> <li>Upgrade the .NET Framework to at latest .NET 5.0.</li> </ul>  | 12 weeks | \$94,800       |



|                           |   |  |          |           |
|---------------------------|---|--|----------|-----------|
|                           | and Surface devices across the schools and warehouse.                             | <ul style="list-style-type: none"> <li>Upgrade the 240 UI screens to 'Desktop App' screens</li> <li>Setup Click Once technology so latest App upgrades are automatically available to staff devices in one click.</li> </ul>                                 |          |           |
| <b>Phase III: Enhance</b> | <b>Address the current needs of the district by implementing the new features</b> | Implement the 41 features as specified on 'Data Entrée Objectives (Timelines).xlsx' (attached hereto as <u>Exhibit A.1</u> ). This can be rolled out in sub-phases, and is subject to revision and change as may be required over the course of the project. | 40 weeks | \$316,000 |

Costs reflected in the table above are estimates only, and are not intended to reflect or communicate fixed or absolute costs.

## Initial Project Objectives and Timeline

A spreadsheet detailing our initial project objectives, action items, and timeline is attached hereto as Exhibit A.1 (the "Initial Project Objectives Spreadsheet").

While the Initial Project Objectives Spreadsheet reflects our initial, preliminary analysis and estimates concerning anticipated action items, deliverables, and timeline, it is not intended to be an exhaustive list, nor is CTS necessarily obligated to complete all items listed within the time frames reflected, or at all. Rather, CTS will work with SCUSD in an iterative fashion on an ongoing basis throughout the duration of the project, and CTS and SCUSD may mutually agree to revise any and all action items, deliverables, and/or timelines as needed over the course of the project to achieve the project goal described herein. Changes to the objectives, action items, and timeline reflected herein and in the Initial Project Objectives Spreadsheet may be made on an informal basis throughout the course of the project and will not require change orders or amendments to this Agreement.

# EXHIBIT B

## Billing Schedule

[BILLING SCHEDULE GOES HERE – CONSISTENT WITH PROPOSAL FROM PROJECT SUMMARY – MONTHLY PAYMENT PLAN]



2830 G St. STE 200  
Sacramento, CA 95816  
(916) 443-5395

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**SERVICES AGREEMENT**

**Date:** October 7, 2021 **Place:** Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Vestra Labs, LLC (hereinafter referred to as "Contractor").

**Recitals:**

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

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

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

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

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

**ARTICLE 1. SERVICES.**

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

Contractor will implement safe and reliable testing services at various sites throughout the District, as directed by the Student Support & Health Services Department.

1. Qualified technicians will observe the collection of the BinaxNow (rapid antigen) test.

Contractor's staff has been trained to observe the collection of the BinaxNow test by CDPH staff and fulfilled all training requirements set out by CDPH. Contractor is experienced in uploading test results using the Primary Health Software platform as requested by the State. Contractor will observe testing at schools under the direction of District.

2. Qualified technicians will collect PCR specimens as directed, to be delivered to the lab designated by the ordering entity.

Contractor's staff is experienced in collecting Color Genomics PCR samples and having the samples shipped to the processing lab.

3. Contractor will provide staffing of up to 30 additional staff to meet the needs of testing requirements in the District.
4. Contractor will provide PPE needed for its technicians (N95 masks, gloves, hand sanitizer, & biohazard bags).
5. Contractor will report through Primary, and/or Color.
6. Contractor will deliver specimens to the appropriate location as requested by the District.
7. Contractor will not provide tables, chairs, or other work station requirements for the purpose of testing, processing, & shipping specimens. Contractor will require appropriate work space to perform the duties of testing requested by District.
8. Technicians will work 8 hours a day, Monday through Friday.

#### **ARTICLE 2. TERM.**

This Agreement shall commence on October 7, 2021, and continue through June 30, 2022, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

#### **ARTICLE 3. PAYMENT.**

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

Fee Rate: \$6,400 per full-time equivalent (FTE) per month of services as may be requested by District, not to exceed a maximum of 30 FTE. District will also reimburse Contractor for half of the cost of Live Scan fingerprinting services for all staff provided to the District. District shall not pay travel and other expenses. Total fee shall not exceed One Million, Seven Hundred Twenty-Eight Thousand Dollars (\$1,728,000).

All fees are based on the starting of tiered deployment of technicians commencing on October 11, 2021 and will continue through the end of the school year June 30, 2022. The first 10 technicians will be available October 11, 2021 and the remaining 20 technicians will be deployed by October 25<sup>th</sup>. Contractor will notify the District if remaining 20 technicians can be deployed at earlier date.

Payment shall be made within 30 days upon submission of monthly invoices sent on or after the first business day after the month end to the attention of Rebecca Wall, Technician, Health Services Department at [rebecca-wall@scusd.edu](mailto:rebecca-wall@scusd.edu).

#### **ARTICLE 4. EQUIPMENT AND FACILITIES.**

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under

this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

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

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

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

#### **ARTICLE 6. INDEPENDENT CONTRACTOR.**

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

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

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

#### **ARTICLE 7. FINGERPRINTING REQUIREMENTS.**

As required by District, all individuals that come into contact with District students must undergo a criminal background investigation by District. 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, District shall within 48 hours notify 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, 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 (or MOU).

District also recommends that any employee providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be encouraged to obtain 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. A free resource for such training can be found at <https://account.mandatedreporterca.com/login>.

#### **ARTICLE 8. VACCINATION REQUIREMENTS**

Vaccination requirements. As required by district and state public health order of August 11, 2021, all individuals serving in school settings must verify vaccine status. Individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, are required to undergo diagnostic screening testing at least once weekly. Contractor agrees that any employee it provides to district shall be subject to the vaccination requirements set forth by the California Department of Public Health. Upon Contractor’s receipt of vaccination documents, District will be notified. For individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, Contractor agrees such individuals must undergo diagnostic screening testing at least once weekly and Contractor shall provide evidence of same to district on a weekly basis or as otherwise agreed upon by District and the Contractor. District shall provide contractor’s employees opportunities to undergo diagnostic screening testing at least once weekly through its facilities.

Failure to adhere to the terms of this provision is grounds for termination of the agreement.

#### **ARTICLE 9. MUTUAL INDEMNIFICATION.**

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

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

#### **ARTICLE 10. INSURANCE.**

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any

insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

#### **ARTICLE 11. TERMINATION.**

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

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

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

#### **ARTICLE 12. ASSIGNMENT.**

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

#### **ARTICLE 13. NOTICES.**

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:  
Sacramento City Unified School District  
Attn: Jessica Sulli, Contracts  
5735 47<sup>th</sup> Ave  
Sacramento CA 95824

Contractor:  
Vestra Labs, LLC  
11036 N 23<sup>rd</sup> Ave Ste 8  
Phoenix, AZ 85029



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**ARTICLE 14. ENTIRE AGREEMENT.**

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

**ARTICLE 15. CONFLICT OF INTEREST.**

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement. Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

**ARTICLE 16. NONDISCRIMINATION.**

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

**ARTICLE 17. SEVERABILITY.**

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

**ARTICLE 18. RULES AND REGULATIONS.**

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

**ARTICLE 19. APPLICABLE LAW/VENUE.**

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

**ARTICLE 20. DISCLOSURE OF STUDENT INFORMATION**

The Parties understand and agree that, in order for the Contractor to effectively provide the Services as described herein, the Contractor may have access to and/or generate information that may be considered confidential student information, subject to the protections of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, 34 Code of Federal Regulations Part 99, and California Education Code sections 49060-49085.

Whereas parental consent is generally required in order for a school district to disclose confidential student information, an exception exists wherein a school district may disclose confidential student information to a contractor or consultant, such as the Contractor, with a legitimate educational interest who has a formal written agreement or contract with the school district regarding the provision of outsourced institutional services or functions by the contractor or consultant. (Ed. Code, § 49076, subd. (a)(2)(G)(i).)

The Contractor is considered a "school official" for purposes of 34 CFR §99.31(a)(1)(i) and Education Code section 49076, subdivision (a)(2)(G)(i). The Contractor and/or its employees or subcontractors shall not disclose personally identifiable student information to any other party without the consent of the parent or adult student. The Contractor and/or its employees or subcontractors shall not use student information for any other purpose than the scope of work described herein.

**ARTICLE 21. 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.


**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**VESTRA LABS, LLC**

By: \_\_\_\_\_

Rose Ramos  
Chief Business Officer

By: \_\_\_\_\_



Gilbert Rabin  
President

\_\_\_\_\_  
Date

9-27-21  
\_\_\_\_\_  
Date

# INFINITE CAMPUS END USER LICENSE AGREEMENT

This Infinite Campus End User License Agreement (“Agreement”) is made between Infinite Campus, Inc., a Minnesota corporation located at 4321 109<sup>th</sup> Ave NE, Blaine, MN 55449-6794 (“Infinite Campus”) and:

(“Licensee”)

Name: Sacramento City Unified School District

Address: 5735 47th Ave Sacramento, CA 95824-4528

## RECITALS

- A. Infinite Campus has developed certain proprietary student information software and documentation, which is updated and revised by Infinite Campus from time to time, and Infinite Campus has licensed from third parties, or developed other products and services, as offered by Infinite Campus, and amended from time to time (collectively, the “Infinite Campus Products”);
- B. Infinite Campus, or an Infinite Campus Authorized Channel Partner, may provide certain services for Infinite Campus Products, including software implementation services, software maintenance services, training services, data conversion services, project management services, product support services, technical support services and application hosting services (collectively, the “Infinite Campus Services”); and
- C. Infinite Campus and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing and implementation of certain Infinite Campus Products and delivery of certain Infinite Campus Services identified on one or more Order and Pricing Schedules, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, the parties agree as follows:

## 1. Rights and Obligations

- 1.1 License Grant. Subject to the terms and conditions hereof, Infinite Campus grants Licensee a personal, limited, non-exclusive, non-transferable, non-sublicensable, non-perpetual, license to use: (i) the specific Infinite Campus Products identified on the applicable Order and Pricing Schedules; and (ii) the related documentation (which may include, but is not limited to, users’ manuals, reference guides, programmers’ guides and/or system guides, as applicable and as available). Licensee shall install and use Infinite Campus Products and the documentation solely for its own internal use and for the purposes for which such Infinite Campus Products and documentation were designed.
- 1.2 Products and Services. Subject to the terms and conditions hereof, Infinite Campus, or an Infinite Campus Authorized Channel Partner, shall provide the Infinite Campus Services as listed on the applicable Order and Pricing Schedules.

## 2. Ownership and Protection of Infinite Campus Products

- 2.1 Ownership. Licensee acknowledges that Infinite Campus Products; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Infinite Campus or Infinite Campus licensor. Licensee further acknowledges that any reports or other data generated by Infinite Campus Products regarding traffic flow, feature use, system loads, product installation, and/or similar information, are the exclusive property of Infinite Campus and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Infinite Campus in any manner that Infinite Campus deems to be appropriate.
- 2.2 Protection of Infinite Campus Products and Documentation. Licensee shall not allow, and shall not allow any third party to:
  - a) adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer Infinite Campus Products or the documentation, or any portion thereof;
  - b) identify or discover any source code of Infinite Campus Products;
  - c) distribute, sell, or sublicense copies of Infinite Campus Products or the documentation or any portion thereof;

- d) create copies of Infinite Campus Products or the documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of Infinite Campus Products; or
- e) incorporate any portion of Infinite Campus Products into or with any other Infinite Campus Products or other products, or create any derivative works of Infinite Campus Products or the documentation.

2.3 Confidentiality. Licensee agrees that Infinite Campus Products contain proprietary information, trade secrets, know-how, and confidential information that are the exclusive property of Infinite Campus or Infinite Campus licensor(s). During the period this Agreement is in effect and at all times after its termination, Licensee and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party, nor use such information other than to inform permitted users of the conditions and restrictions on the use of Infinite Campus Products or the documentation, and to the extent permitted by law, Licensee will not disclose the terms and conditions of this Agreement without the prior written consent of Infinite Campus.

### 3. Fees and Payment Terms

3.1 Payment Terms. Licensee shall pay Infinite Campus, or Infinite Campus' Authorized Channel Partner, the fees as provided in the Applicable Order and Pricing Schedules, excluding any identified third-party fees. Licensee shall pay third-party fees directly to the specified third party.

- a) The fees for the Infinite Campus Products shall be valid from the Service Start Date until the conclusion of the term specified on the Applicable Order and Pricing Schedules (the "Initial Term").
- b) Licensing, hosting, and support fees will be invoiced on the Service Start Date for the Initial Term.
- c) SIS implementation services, if any, will be invoiced immediately after the Effective Date.
- d) Travel expenses and premium product implementation services, if any, will be invoiced monthly as expenses or services are incurred.
- e) All invoices are Net 30.

3.2 Annual Recurring Fees. Following the Initial Term, for each twelve (12) month period thereafter (each a "Subsequent Term"), Licensee shall pay annual fees according to the then-current license fees for the licensed Infinite Campus Products listed with an annual recurring price on the Applicable Order and Pricing Schedules (the "Annual Recurring Fees"). Infinite Campus will review the number of students enrolled, as certified by the state in which the Licensee resides, and if the total number of enrolled students has increased or decreased, Infinite Campus may increase or decrease the Annual Recurring Fees according to the then-current license fees for the applicable Infinite Campus Products and Services.

3.3 Travel Expenses. To the extent Infinite Campus will be incurring any expenses on Licensee's behalf in performance of this Agreement, Licensee agrees to pay Infinite Campus for all travel and other incidental expenses, including, but not limited to, meals, telephone charges, and shipping costs incurred in connection with Infinite Campus' performance of its duties under this Agreement. Such expenses shall be incurred in accordance with the Business Expense Policy located at <https://www.infinitecampus.com/policies>.

3.4 Taxes. All amounts set forth on the Applicable Order and Pricing Schedules are exclusive of applicable sales and similar taxes, and it shall be Licensee's responsibility to pay all such taxes, if applicable.

### 4. Indemnification; Warranties

4.1 Indemnifications.

- a) If Licensee notifies Infinite Campus in writing and gives Infinite Campus sole control over the defense and all related settlement negotiations, Infinite Campus will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee, to the extent based on an allegation that: (i) Products for which Licensee has licensed from Infinite Campus infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) a defective Product directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Product or software that gave rise to such claim.
- b) To the extent permitted by law, Licensee will defend, hold harmless and indemnify Infinite Campus against any claim or threat of claim brought by a third party against Infinite Campus arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.

- c) If either party seeks indemnification provided for in Section 4.1, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Infinite Campus will not make public any terms, or the mere existence, of any settlements.
- d) THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF INFINITE CAMPUS WITH RESPECT TO ANY INFRINGEMENT, OR CLAIMS OF INFRINGEMENT, REGARDING INFINITE CAMPUS' PRODUCTS, OR ANY PORTION THEREOF, WITH REGARD TO ANY PATENT, COPYRIGHT, TRADE SECRET, OR OTHER PROPRIETARY RIGHT.

#### 4.2 Warranties.

- a) Infinite Campus warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the delivery date of Infinite Campus Product to Licensee, Infinite Campus Products will operate in substantial conformity with the documentation when used in strict compliance therewith. This warranty is contingent upon Licensee's installation of all corrections, enhancements, updates, and new releases provided by Infinite Campus to Licensee and the absence of damage or abuse to Infinite Campus Products.
- b) Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible network(s) and operating system environment(s), and as Licensee's sole and exclusive remedy for any breach of this warranty, Infinite Campus shall, at its sole option, within a reasonable period of time, provide all reasonable programming services to correct programming errors in Infinite Campus Products, replace Infinite Campus Products or terminate this Agreement and refund to the Licensee the license fees paid to Infinite Campus under this Agreement for the defective Infinite Campus Products, as set forth in Section 6.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the annual license fees paid Any professional services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.
- c) Infinite Campus represents and warrants that, (a) the work to be performed and services to be provided by it hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel; (b) the work will be configured using commercially reasonable technical specifications; (c) the work will operate in conformance with the terms of this Agreement; (d) the work to be performed by it will not violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); (e) the work performed will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) the work performed will not be obscene, child pornographic, or indecent; and (g) the work performed will be free of any software disabling devices, internal controls, or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- d) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4.2, INFINITE CAMPUS MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO INFINITE CAMPUS PRODUCTS, MAINTENANCE, SUPPORT, OR OTHER SERVICES.

#### 5. **Limitations of Liability**

IN NO EVENT WILL INFINITE CAMPUS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST PROFITS. INFINITE CAMPUS' TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

#### 6. **Agreement Term and Termination**

- 6.1 Agreement Term. The term of this Agreement (the "Agreement Term") shall begin on the date this Agreement is executed by the Licensee ("Effective Date") and shall remain in effect until terminated pursuant to Section 6.2.

6.2 Agreement Termination. This Agreement may be terminated as follows:

- a) either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.
- b) either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within fifteen (15) days of notice thereof;
- c) either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with thirty (30) days to cure;
- d) notwithstanding the foregoing, if the Licensee violates the provisions of Article 2 of this Agreement Infinite Campus may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by Infinite Campus pursuant to Section 6.2(a) prior to an anniversary date, Infinite Campus shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid. In the event of termination of this Agreement by Infinite Campus pursuant to Sections 6.2(b), 6.2(c) or 6.2(d) prior to an anniversary date, Infinite Campus shall be entitled to prepaid license fees for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(a) prior to an anniversary date Infinite Campus shall be entitled to prepaid license fees for the balance of the year of termination. In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(b) or 6.2(c) Infinite Campus shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid.

6.3 Responsibilities in the Event of Termination.

- a) Upon any termination of this Agreement and/or the license to use any Infinite Campus Products, Licensee shall cease to use Infinite Campus Products and Infinite Campus Services and shall return to Infinite Campus all Infinite Campus Products and all copies thereof and all proprietary and confidential property of Infinite Campus. Licensee shall expunge all copies of Infinite Campus Products from its computer(s) and server(s). Failure to comply with this Section shall constitute continued use of Infinite Campus Products. Licensee shall provide a certificate from an officer of Licensee stating compliance with this Section. Infinite Campus shall also have such other legal and equitable rights and remedies to which it may be entitled with respect to Licensee's failure to comply with the provisions of this Agreement.
- b) Upon ninety (90) business days following the termination of this Agreement, or sooner at the request of the Licensee, Infinite Campus warrants that the original and all copies of Licensee information, educational records and pupil records as such terms are defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99, "FERPA"), and any other State or Federal law relating to the protection of confidential student information, will be returned to the Licensee or destroyed in such a manner that such information cannot be read, executed, viewed or in any way accessed when destroyed. Nothing herein, however, prohibits Infinite Campus from continuing to possess and use any reports or other data generated by Infinite Campus Products or Infinite Campus Services regarding traffic flow, feature use, system loads, product installation, and/or similar information.

6.4 No Liability for Termination. Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.

6.5 Survivorship. Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

## 7. Additional Terms

7.1 If not already covered by a separate agreement from an Infinite Campus Authorized Channel Partner for any items (a) – (c) below, and if Licensee has chosen any of the following services directly from Infinite Campus, as specified on an applicable Order and Pricing Schedule then Licensee understands and agrees that the following terms and conditions also apply:

- a) Cloud Hosting (Standard Cloud or Cloud Choice). <https://www.infinitecampus.com/policies/index/cloud-hosting-services-terms>
- b) On-Site Hosting. <https://www.infinitecampus.com/policies/index/on-site-hosting-services-terms>

- c) Software Support Services. <https://www.infinitecampus.com/policies/index/software-support-services-terms>
- d) Online Registration. By agreeing to purchase Online Registration, Licensee also understands and agrees that it will use the Infinite Campus Digital Repository Services, which use is subject to the terms and conditions located at <https://www.infinitecampus.com/policies/digital-repository-services-terms-of-service>.

## 8. General Terms and Conditions

- 8.1 Assignment. This Agreement is personal to Licensee. Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give, or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Infinite Campus has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.
- 8.2 Governing Law. This Agreement will be governed and interpreted under the laws of the state of Minnesota, U.S.A, without regard to its conflict of law's provisions. Any litigation between the parties will take place in the state or federal courts in Minnesota, and both parties waive any objection to the jurisdiction of and venue in such courts. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.
- 8.3 Amendments; Waiver. This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce such provisions later.
- 8.4 Severability. If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.
- 8.5 Headings, Exhibits, and Construction. Article and section headings are for reference only and will not be considered as parts of this Agreement. The attached exhibits, and the Applicable Order and Pricing Schedules, and hyperlinked terms and conditions are an integral part of this Agreement and are incorporated by reference. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.
- 8.6 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, epidemics, pandemics, earthquakes, floods, embargos, riots, sabotage, labor shortages or disputes, governmental acts or failure of the Internet (not resulting from the actions or inactions of Infinite Campus), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 8.7 Entire Agreement. This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties regarding the subject matter herein. Except as stated in Section 8.3 above, any document, instrument, or agreement issued or executed contemporaneous or after this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all Infinite Campus' and Licensee's agreements, warranties, understandings, conditions, covenants, and representations regarding the subject matter herein. Neither Infinite Campus nor Licensee will be liable for any warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Infinite Campus reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.
- 8.8 Notices. Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Infinite Campus and to the address designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties.

Infinite Campus, Inc.  
Sales Contracts Management  
4321 109<sup>th</sup> Ave NE  
Blaine, MN 55449-6794

Sacramento City Unified School District  
5735 47th Ave  
CA, 95824-4528

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this Section.


- 8.9 Applicable Law. Infinite Campus complies and shall comply with applicable laws governing online privacy and student data privacy, including the Child Privacy Protection and Parental Empowerment Act, FERPA, the Children's Online Privacy Protection Act, and state laws. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at <http://www.ftc.gov>.
- a) While providing services during the term of this Agreement, Infinite Campus may process and store Licensee data and may have access to student education records that are subject to FERPA. Such information is considered confidential and is protected. To the extent that Infinite Campus has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Infinite Campus shall use education records only for the purposes of fulfilling its duties under this Agreement. To improve the products and services it provides, Infinite Campus may use anonymized or de-identified, non-PII data, as well as seek input from the Licensee and its employees regarding use of Infinite Campus Products and Infinite Campus Services. Except as required by law or court order, Infinite Campus shall not disclose or share education records with any third party unless: (i) permitted by the terms of this Agreement, (ii) directed to do so, in writing, by Licensee, or (iii) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Infinite Campus under this Agreement.
  - b) In the event any third party seeks to access education records that are subject to FERPA beyond the access that is provided to Infinite Campus affiliated individuals for purpose of providing the services under the Agreement, whether said third party request is in accordance with FERPA or other Federal or relevant State law or regulations, Infinite Campus shall immediately inform Licensee of such request in writing, if it is allowed to do so. Infinite Campus shall not provide direct access to such data or information or respond to said third party requests, unless compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction. Should Infinite Campus receive a court order or lawfully issued subpoena seeking the release of such data or information, Infinite Campus shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.
  - c) If Infinite Campus experiences a security breach concerning any education record covered by this Agreement, Infinite Campus shall immediately notify Licensee and take immediate steps to limit and mitigate such security breach to the extent possible. The Parties agree that any material breach by Infinite Campus of the confidentiality obligation set forth in this Agreement may, at Licensee's discretion, result in cancellation of this Agreement and the eligibility for Infinite Campus to receive any information from Licensee for a period of not less than five (5) years. The Parties further agree to indemnify and hold each other harmless for any loss, cost, damage, or expense suffered by the non-breaching Party, including but not limited to the cost of notification of affected persons, as a direct result of the breaching Party's unauthorized disclosure of education records that are subject to FERPA, or any other confidentiality/privacy provision, whether federal, state, or administrative in nature.
  - d) Upon termination of this Agreement, Infinite Campus shall return and/or destroy all education records that it received from Licensee hereunder as, and in accordance with, Section 6.3(b) of this Agreement. Infinite Campus shall not knowingly retain copies of any education records received from Licensee once Licensee has directed Infinite Campus as to how such information shall be returned and/or destroyed. Furthermore, Infinite Campus shall ensure that it disposes of all education records received from Licensee in a commercially reasonable manner that maintains the confidentiality of the contents of such records (e.g., shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).
- 8.10 Export Rules. Licensee agrees that Infinite Campus Products will not be shipped, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations (collectively the "Export Laws"). In addition, if Infinite Campus Products are identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea, and Serbia) and that Licensee is not otherwise prohibited under the Export Laws from receiving Infinite Campus Products. All rights to use Infinite Campus Products under this Agreement are granted on the condition that such rights are forfeited if Licensee fails to comply with the terms of this Section




- 8.11 U.S. Government End-Users. Each component licensed under this Agreement that constitute Infinite Campus Products and Services is a “commercial item” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and/or “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all end users acquire Infinite Campus Products and Services with only those rights set forth herein.
- 8.12 Electronic Signatures; Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document related hereto shall be deemed (a) to be “written” or “in writing,” (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents based on the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an email message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

IN WITNESS WHEREOF, this Infinite Campus End User License Agreement has been executed by the duly authorized representative of Infinite Campus and Licensee.

**Infinite Campus, Inc.**

By:   
Stephanie Svoboda (Aug 24, 2021 11:32 CDT)  
Name: Stephanie Svoboda  
Its: Authorized Signer  
Date: Aug 24, 2021

**Licensee**

By:   
Bob Lyons (Aug 24, 2021 11:09 PDT)  
Name: Bob Lyons  
Its: Chief Information Officer  
Date: Aug 25, 2021

## Order and Pricing Schedule

Reference to Agreement. This Order and Pricing Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between Infinite Campus, Inc., (“Company”) and Sacramento City Unified School District (“Licensee”).

| Description  | Initial Term Start Date | Initial Term Length | Quantity | Fee Type | Unit Price | Total              |
|--|-------------------------|---------------------|----------|----------|------------|--------------------|
| Infinite Campus Services, Cloud Choice Hosting Services – SIS                    | 1/1/2022                | 6                   | 40,711   | Prorated | \$0.50     | \$20,355.50        |
| Data Warehouse Virtual Server  | 1/1/2022                | 6                   | 1        | Prorated | Flat       | \$1,600.00         |
| Data Change Tracker - Year 1   | 1/1/2022                | 6                   | 40,711   | Prorated | Flat       | \$1,017.78         |
| Campus Analytics (Early Warning & Data Health Check) - only Cloud & Cloud Choice | 1/1/2022                | 6                   | 40,711   | Prorated | Max.       | \$25,000.00        |
| Campus Analytics Setup Fee   | 1/1/2022                | NA                  | 1        | One Time | Flat       | \$500.00           |
| In-District Hosting Services - SIS Pro-rated Credit                              |                         |                     |          |          |            | (\$30,533.25)      |
| Data Change Tracker - In-District Pro-rated Credit                               |                         |                     |          |          |            | (\$3,750.00)       |
| <b>Year 1 Pro-rated Total</b>  |                         |                     |          |          |            | <b>\$14,190.03</b> |

| Description   | Term Start Date | Quantity | Fee Type  | Unit Price | Total               |
|---|-----------------|----------|-----------|------------|---------------------|
| Campus Student System License Fee   | 7/1/2019        | 40,711   | Recurring | \$6.00     | \$244,266.00        |
| Messenger with Voice Tiered License Fee (1 - 10,000 Students)                                       | 7/1/2019        | 10,000   | Recurring | \$0.90     | \$9,000.00          |
| Messenger with Voice Tiered License Fee (10,001 - 20,000 Students)                                  | 7/1/2019        | 10,000   | Recurring | \$0.72     | \$7,200.00          |
| Messenger with Voice Tiered License Fee (20,001 - 30,000 Students)                                  | 7/1/2019        | 10,000   | Recurring | \$0.54     | \$5,400.00          |
| Messenger with Voice Tiered License Fee (30,001 - 40,000 Students)                                  | 7/1/2019        | 10,000   | Recurring | \$0.36     | \$3,600.00          |
| Messenger with Voice Tiered License Fee (40,001 - 50,000 Students)                                  | 7/1/2019        | 711      | Recurring | \$0.18     | \$127.98            |
| Infinite Campus Services, Cloud Choice Hosting Services – SIS                                       | 7/1/2022        | 40,711   | Recurring | \$1.00     | \$40,711.00         |
| Data Warehouse Virtual Server   | 7/1/2022        | 40,711   | Recurring | Flat       | \$3,200.00          |
| Infinite Campus Services, Software Support – SIS  | 7/1/2019        | 40,711   | Recurring | \$1.20     | \$48,853.20         |
| Infinite Campus Services, Tiered Software Support – Messenger with Voice (1 - 10,000 Students)      | 7/1/2019        | 10,000   | Recurring | \$0.25     | \$2,500.00          |
| Infinite Campus Services, Tiered Software Support – Messenger with Voice (10,001 - 20,000 Students) | 7/1/2019        | 10,000   | Recurring | \$0.21     | \$2,100.00          |
| Infinite Campus Services, Tiered Software Support – Messenger with Voice (20,001 - 30,000 Students) | 7/1/2019        | 10,000   | Recurring | \$0.17     | \$1,700.00          |
| Infinite Campus Services, Tiered Software Support – Messenger with Voice (30,001 - 40,000 Students) | 7/1/2019        | 10,000   | Recurring | \$0.13     | \$1,300.00          |
| Infinite Campus Services, Tiered Software Support – Messenger with Voice (40,001 - 50,000 Students) | 7/1/2019        | 711      | Recurring | \$0.09     | \$63.99             |
| Messenger Remote Dial-In  | 7/1/2019        | 1        | PAID      | Flat       | \$0.00              |
| Online Registration Prime   | 7/1/2019        | 40,711   | Recurring | Max.       | \$37,500.00         |
| Data Health Check   | 7/1/2019        | 40,711   | Recurring | Max.       | \$10,000.00         |
| Multi Language Editor Tool  | 7/1/2019        | 40,711   | Recurring | Flat       | \$1,500.00          |
| Campus Learning-District License Fee  | 7/1/2021        | 40,711   | Recurring | Max.       | \$50,000.00         |
| Campus Analytics (Early Warning & Data Health Check) - only Cloud & Cloud Choice                    | 7/1/2022        | 40,711   | Recurring | Max.       | \$50,000.00         |
| Escrow  | 7/1/2019        | 1        | Recurring | Flat       | \$500.00            |
| Custom Reports; Foster Focus Extracts   | 7/1/2019        | 1        | Recurring | Flat       | \$325.00            |
| Data Change Tracker - Year 2  | 7/1/2022        | 40,711   | One Time  | Flat       | \$4,071.10          |
| Data Change Tracker - Year 3  | 7/1/2023        | 40,711   | Recurring | \$0.15     | \$6,106.65          |
| <b>Year 3 Total</b>   |                 |          |           |            | <b>\$523,918.27</b> |
| <b>Annual Recurring Total (Starting 7/1/23)</b>   |                 |          |           |            | <b>\$525,953.82</b> |

Sacramento City Unified School District

*Bob Lyons*  
Bob Lyons (Aug 27 2021 11:09 PDT)  
Bob Lyons

By:

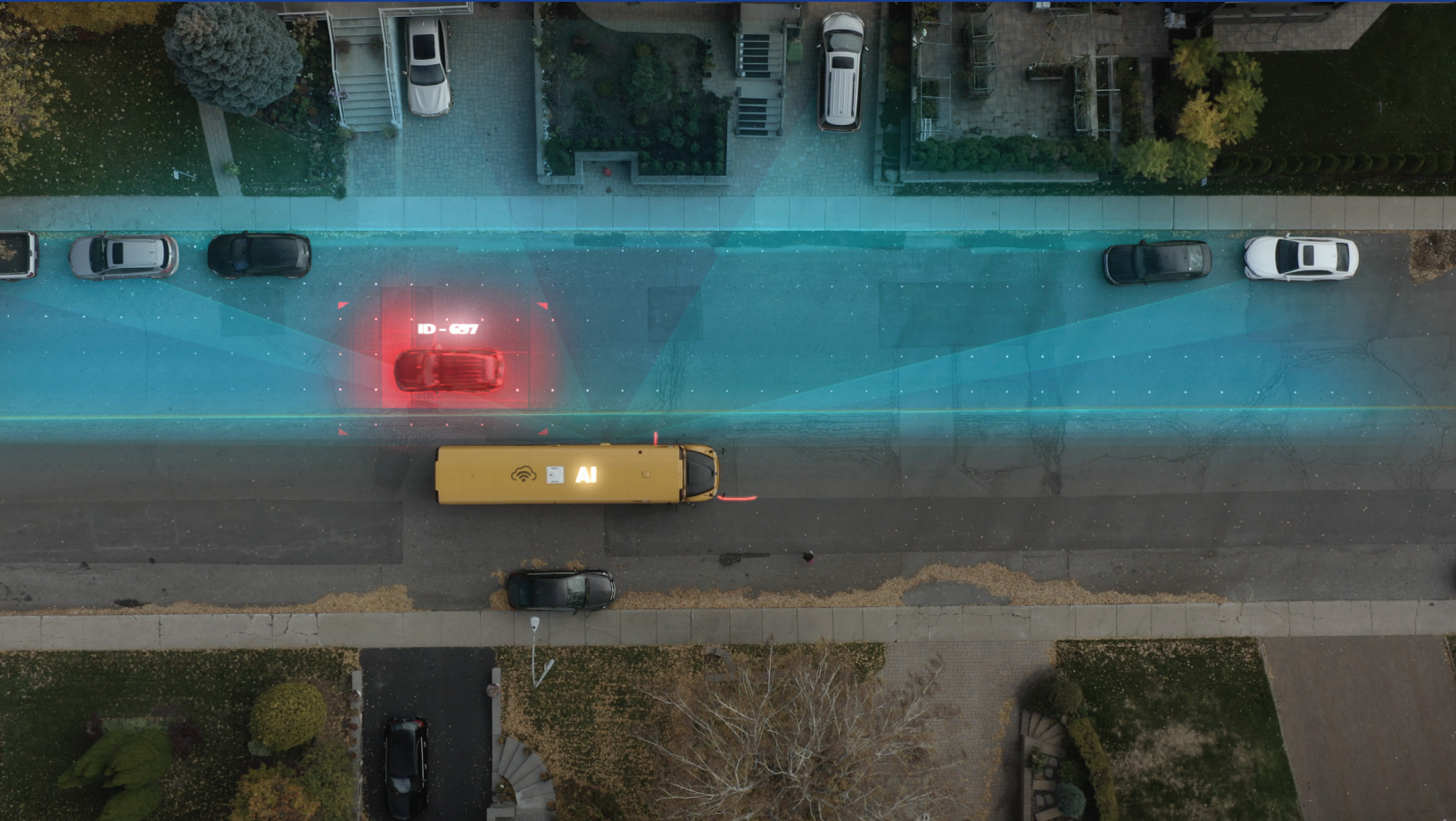
Name:

Its:

Chief Information Officer



# BUSPATROL



Every day in California, thousands of drivers unlawfully pass stopped school buses, putting children at risk. **This must STOP.**

California Pilot Proposal



# Overview

In this document, BusPatrol outlines its proposal to implement a school bus safety pilot program in partnership with selected school districts in California. As per this proposal, the pilot program would take place in the upcoming school year, starting in September 2021.

## Why should I participate in CA BusPatrol pilots programs?

Every day in California, more than three million students travel to school in an estimated 36,000 school buses.\* These children are most vulnerable while boarding or exiting the bus. According to data released by the National Association of State Directors of Pupil Transportation Services (NASDPTS), drivers illegally pass school buses more than 17 million times a year in North America. Every time a driver ignores a school bus stop-arm and illegally passes a school bus, a child is put at risk.

To tackle this problem, BusPatrol will be advocating for legislation to authorize the use of stop-arm cameras to improve student safety for all communities across the state.

The legislation will enable school districts and law enforcement officials to use safety technology and safety programs to change driver behavior and create a culture of responsibility and awareness around school buses in California.

Previously, school districts and municipalities in California have not participated in stop-arm violations surveys. However, data collected in other states suggests that school buses are passed between 1.6 to 3.8 times per bus, per day. This pilot program is an opportunity to know the risks that children face as they travel to and from school in California.



### TESTDRIVE THE TECHNOLOGY

See first-hand the advanced technology in action



### COLLECT DATA

You will help collect data to build a report that will be presented to public officials, illustrating the extent of the problem in California



### CAMPAIGN AWARENESS

Support our public awareness campaign and help us build support for this important safety technology

**SHOW YOUR COMMUNITIES THAT THE ILLEGAL PASSING OF SCHOOL BUSES MUST STOP**

\*NASDPTS 2019 Stop-Arm Survey



# What are the costs and impacts for participating districts?

**\$0**

## NO COST

There is no cost associated with the deployment of BusPatrol safety tech. **It's on us.** We install maintain and remove the equipment if the legislation does not pass in 2021.



## BUSES

BusPatrol will equip 5 to 10 buses per district and 60 buses total in California with its safety technology. These school buses should travel on common routes to provide accurate sample data.



## DURATION

The pilot will last between 30 and 45 school days



## REPORT

Weekly reports and insights will be shared with participating school districts. These include charts and tables summarizing stop-arm violations that have been captured in your community. Videos are also available upon request by authorized school districts officials.




## CERTIFIED INSTALLER

BusPatrol is a certified installer for all major school bus manufacturers. Installations do not alter any existing warranties.

## Pilot project scope



Up to 10 buses per district outfitted with BusPatrol safety technology 



Common routes selected to provide accurate data



Pilot program in September 2021



Potential for full fleet implementation in May 2022



BusPatrol safety technology includes stop-arm cameras, 4G LTE connectivity, DVR and storage devices, cloud-managed 360-degree safety cameras (interior, windshield, rearview, and side load cameras), and GPS and telemetry

## Why BusPatrol?

BusPatrol is the leading provider of school bus safety programs in North America. Its programs are proven to reduce the rate of illegal passings by up to 30% YOY. In addition, BusPatrol is the only vendor to offer full-fleet deployment of its safety technology at no upfront cost to the school, municipality, or taxpayer.



A sample contract has been included in the following pages, outlining the responsibilities of all parties.



## PILOT PROGRAM AGREEMENT

This Pilot Program Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_, 2021 (the "Effective Date"), among BusPatrol America LLC., the "Contractor", and the "District" (Contractor and District being sometimes referred to in this Agreement collectively as the "Parties," and individually as a "Party").

### WITNESSETH

**WHEREAS**, it is a mutual objective of both BusPatrol America LLC and the District to evaluate the propensity of motor vehicles illegally passing a school bus stopped with its stop arm extended and lights flashing for the purpose of loading and unloading students within the School District; and

**WHEREAS**, the School District owns , operates, or contracts with 3rd parties to own or operate multiple school buses within the School District; and

**WHEREAS**, the School District is interested in potentially implementing a school bus safety program in order to reduce the incidence of possible injuries caused specifically to children by the violation of motor vehicles illegally passing a school bus stopped with its stop arm extended and lights flashing for the purpose of loading and unloading students; and

**WHEREAS**, the Contractor is the industry leader in school bus stop arm enforcement technology and is interested in assisting the School District with the implementation of a school bus safety program in order to reduce the incidence of possible injuries caused specifically to children by the violation of motor vehicles illegally passing a school bus stopped with its stop arm extended and lights flashing for the purpose of loading and unloading students; and

**WHEREAS**, the School District hereby authorizes the installation of the Contractor's video equipment on a limited number of school buses within the School District in order to evaluate the Contractor's equipment, software and services, as well as the propensity of motor vehicles illegally passing a school bus stopped with its stop arm extended and lights flashing for the purpose of loading and unloading students within the School District; and

**WHEREAS**, the purpose of this Agreement is, in part, to define the aforementioned program and the Parties' obligations and responsibilities thereunder; and

**NOW THEREFORE**, Contractor and District in consideration of the terms, covenants, and conditions herein contained or incorporated, hereby agree as follows:

### SCOPE OF SERVICES

#### 1. Equipment Installation and Maintenance:

The installation equipment by the Contractor will include stop-arm exterior cameras, an onboard computer, and digital video recording system. The Contractor will equip and maintain the monitoring systems on the selected buses throughout the duration of the agreement.

a. The Contractor shall be responsible for the installation, upkeep and maintenance, and back office services of the school bus stop arm camera enforcement system. The Contractor shall ensure the Contractor's system does not in any way interfere with other equipment or systems loaded on the School District's school buses.

b. The School District agrees to allow the Contractor, and its installation subcontractor, to drill appropriate portals in the bus to accommodate wiring and mounting bracket installation for the Contractor's equipment.



c. In the event that the School District elect not to move forward with implementing a full Student Safety Program at the conclusion of the pilot program BusPatrol agrees to uninstall the equipment from the School District schools buses and patch any holes that were left as a result of the installation.

## **2. Data Security/Privacy:**

All data and video shall be transferred and stored in a secure manner. Both Parties acknowledge and agree that all data and video produced during the pilot will shall be owned by the Contractor. The School District hereby grants the Contractor the right to use any and all video and data collected during the pilot for the furtherance of child safety.

## **3. Timeline:**

The Contractor agrees to install the equipment on (6) District school buses at a time mutually agreed to, but as soon as is practicable, and no later than March 1, 2021. The pilot shall be for a period of 60 calendar days.

## **4. Training:**

For the purpose of the pilot, the Contractor shall provide District employees and contractors a hands-on-hands demonstration of the full spectrum of Contractor's systems to demonstrate its capabilities.

## **5. Reporting:**

At the conclusion of 60-day pilot the Contractor shall schedule a meeting with the School District to present the findings of the pilot. A copy of the pilot report will be provided to the School District in both electronic (PDF) and hard copy for the School District's use. The pilot report shall include the following information:

- a. the total number stop arm violations observed;
- b. a map of the locations where stop arm violations occurred;
- c. a breakdown of the time of day, and days of the week the highest numbers of violations are occurring;
- d. a breakdown the violations that occurred on each bus; and
- e. a breakdown of each week of the pilot

## **6. Cost:**

There is no out of pocket cost to the School District for this pilot project.

## **7. Insurance and Indemnification:**

The Contractor agrees to maintain insurance throughout the duration of the contract, or extension as required by the School District.

## **8. Confidentiality:**

The School District agrees: (i) to maintain the confidentiality of the Contractor's Confidential Information and not to disclose any of it to any third party without prior written permission of the Contractor; (ii) to exercise the same degree of care and precautions that it employs with respect to its own confidential information, to prevent unauthorized disclosure of the Confidential Information; (iii) to instruct its employees or other persons allowed such access to comply with this Agreement; (iv) not to use Confidential Information for the benefit of anyone other than the Contractor; and (v) that the Confidential Information remains the property of the Contractor. "Confidential Information" includes (a) Contractor's intellectual property including all hardware, software, trade secrets, usage manuals, source code, interfaces, methods, components, and derivatives related to the school bus stop arm program; (b) the terms and pricing under this Agreement; (c) any information disclosed in oral form, if identified as confidential at the time of disclosure; (d) any information of Contractor regarding: (i) computer and component software; (ii) computer or component hardware or systems; (iii) product or service information, product development plans, product strategy and product delivery systems; (iv) marketing information, including, without limitation, lists of potential or existing customers or suppliers, marketing plans and surveys; (v) financial and sales information; and (vi) business plans, policies, procedures and information; (f) information that the recipient knows or should know is confidential; (g) trade secrets and other intellectual property of Contractor; and (h) all information clearly identified as confidential. If the





Contractor's Confidential Information is required by law to be disclosed, then the School District shall inform the Contractor promptly of such disclosure order and allow the Contractor to object to such disclosure.

**9. Signatory Authority**

The persons signing and executing this Agreement on behalf of the Contractor and the School District have been duly authorized by action of their respective Boards of Trustees to execute this Agreement on behalf of the Contractor or the School District, as the case may be, and to validly and legally bind the Contractor or the School District to all terms and conditions set forth herein.

**IN WITNESS WHEREOF**, BusPatrol America LLC. and the School District have executed this Agreement as of the day and year first stated above.

**School District Name:**

\_\_\_\_\_

Signature

Print Name

Title

**Contractor:**

BusPatrol America LLC

\_\_\_\_\_  
Jean Souliere  
CEO





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1b

**Meeting Date:** October 7, 2021

**Subject:** Approve Personnel Transactions

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

**Division:** Human Resources Services

**Recommendation:** Approve Personnel Transactions

**Background/Rationale:** N/A

**Financial Considerations:** N/A

**LCAP Goal(s):** Safe, Clean and Healthy Schools

**Documents Attached:**

1. Certificated Personnel Transactions Dated October 7, 2021
2. Classified Personnel Transactions Dated October 7, 2021

**Estimated Time of Presentation:** N/A

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

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

**Attachment 1: CERTIFICATED 10/7/2021**

| NameLast                | NameFirst | JobPerm | JobClass                       | PrimeSite                     | BegDate    | EndDate    | Comment                                |
|-------------------------|-----------|---------|--------------------------------|-------------------------------|------------|------------|--|
| <b>EMPLOY/ REEMPLOY</b> |           |         |                                |                               |            |            |  |
| ALARCON-YOUNG           | JACOB     | B       | Teacher, High School           | JOHN F. KENNEDY HIGH SCHOOL   | 8/30/2021  | 6/30/2022  | EMPLOY PROB 8/30/21                    |
| BROWN                   | ZACHARY   | 0       | Teacher, Spec Ed               | CALIFORNIA MIDDLE SCHOOL      | 8/30/2021  | 6/30/2022  | EMPLOY PROB 8/30/21                    |
| BROWN                   | MITCHELL  | B       | Teacher, High School           | ROSEMONT HIGH SCHOOL          | 8/30/2021  | 6/30/2022  | EMPLOY PROB 8/30/21                    |
| CANNADY                 | NICOLE    | A       | Teacher, High School           | WEST CAMPUS                   | 8/30/2021  | 6/30/2022  | REEMPLOY PERM 8/30/21                  |
| CROSE                   | CAMREN    | B       | Teacher, High School           | ROSEMONT HIGH SCHOOL          | 8/30/2021  | 6/30/2022  | EMPLOY PROB 8/30/21                    |
| DANH                    | LAN       | B       | Teacher, Spec Ed               | CALIFORNIA MIDDLE SCHOOL      | 8/30/2021  | 6/30/2022  | EMPLOY PROB 8/30/21                    |
| GUEST                   | AUSTIN    | 0       | Teacher, High School           | JOHN F. KENNEDY HIGH SCHOOL   | 8/30/2021  | 6/30/2022  | EMPLOY PROB 8/30/21                    |
| ISRAEL                  | SHANIYAH  | B       | Teacher, Elementary            | FATHER K.B. KENNY - K-8       | 8/30/2021  | 6/30/2022  | EMPLOY PROB 8/30/21                    |
| JONES-BASLER            | CAITLIN   | B       | Teacher, High School           | JOHN F. KENNEDY HIGH SCHOOL   | 8/31/2021  | 6/30/2022  | EMPLOY PROB 8/30/21                    |
| JULIANO                 | JIN       | B       | Teacher, Resource, Special Ed. | BOWLING GREEN ELEMENTARY      | 9/16/2021  | 6/30/2022  | EMPLOY PROB 9/16/21                    |
| KURTZ                   | ANTHONY   | B       | Teacher, High School           | ROSEMONT HIGH SCHOOL          | 8/30/2021  | 6/30/2022  | EMPLOY PROB 8/30/21                    |
| LOVELL                  | SUSAN     | B       | Teacher, Middle School         | FERN BACON MIDDLE SCHOOL      | 8/30/2021  | 6/30/2022  | EMPLOY PROB 8/30/21                    |
| MAGANA                  | LAURA     | B       | School Social Worker           | STUDENT SUPPORT&HEALTH SRVCS  | 8/26/2021  | 6/30/2022  | EMPLOY PROB 8/26/21                    |
| MARTINEZ                | MONICA    | A       | Teacher, High School           | C. K. McCLATCHY HIGH SCHOOL   | 8/30/2021  | 6/30/2022  | EMPLOY PROB 8/30/21                    |
| MEDINA                  | MELISSA   | 0       | Teacher, Spec Ed               | C. K. McCLATCHY HIGH SCHOOL   | 8/30/2021  | 6/30/2022  | EMPLOY PROB 8/30/21                    |
| MILLS                   | MICHELLE  | B       | Teacher, Middle School         | KIT CARSON INTL ACADEMY       | 8/30/2021  | 6/30/2022  | EMPLOY PROB 8/30/21                    |
| MOYER                   | MICHAEL   | B       | Teacher, High School           | NEW TECH                      | 8/9/2021   | 6/30/2022  | EMPLOY PROB 8/9/21                     |
| NGUYEN                  | LINDA     | A       | Counselor, High School         | ROSEMONT HIGH SCHOOL          | 8/30/2021  | 6/30/2022  | EMPLOY PROB 8/30/21                    |
| NGUYEN                  | LINDA     | A       | Counselor, High School         | THE MET                       | 8/30/2021  | 6/30/2022  | EMPLOY PROB 8/30/21                    |
| PEREZ ALVAREZ           | NATALIE   | B       | Teacher, Elementary            | BG CHACON ACADEMY             | 8/30/2021  | 6/30/2022  | EMPLOY PROB 8/30/21                    |
| PINKERTON               | SARAH     | B       | Teacher, Elementary            | DAVID LUBIN ELEMENTARY SCHOOL | 9/2/2021   | 6/30/2022  | EMPLOY PROB 9/2/21                     |
| ROCHA                   | JAVIER    | E       | Teacher, Elementary            | PACIFIC ELEMENTARY SCHOOL     | 9/2/2021   | 6/30/2022  | EMPLOY TC 9/2/21                       |
| ROLDAN                  | ANA       | B       | School Nurse                   | HEALTH SERVICES               | 8/30/2021  | 6/30/2022  | EMPLOY PROB 8/30/21                    |
| SAMMIS                  | MICHAEL   | B       | Teacher, High School           | WEST CAMPUS                   | 8/30/2021  | 6/30/2022  | EMPLOY PROB 8/30/21                    |
| SHTEVNNIN               | YEVGENIYA | 0       | Teacher, High School           | C. K. McCLATCHY HIGH SCHOOL   | 8/30/2021  | 6/30/2022  | EMPLOY PROB 8/30/21                    |
| SMITH                   | HUNTER    | B       | Teacher, High School           | ENGINEERING AND SCIENCES HS   | 9/2/2021   | 6/30/2022  | EMPLOY PROB 9/2/21                     |
| TITE                    | WESLEY    | B       | Teacher, High School           | ROSEMONT HIGH SCHOOL          | 7/1/2021   | 6/30/2022  | REEMPLOY FR 24MO RR 7/1/21             |
| TORRECILLAS             | EVANNE    | B       | Counselor, High School         | ENGINEERING AND SCIENCES HS   | 8/31/2021  | 6/30/2022  | EMPLOY PROB 8/31/21                    |
| XIONG                   | KELLY     | A       | Teacher, Parent/Preschool Ed   | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 6/30/2022  | REEMPL PERM 9/2/21                     |
| <b>LEAVES</b>           |           |         |                                |                               |            |            |  |
| CENTENO                 | JORLINIS  | 0       | Teacher, High School           | CAPITAL CITY SCHOOL           | 8/31/2021  | 9/21/2021  | LOA (UNPD) ADMIN 8/31/21               |
| COFFIN                  | MARTHA    | A       | Teacher, High School           | JOHN F. KENNEDY HIGH SCHOOL   | 8/24/2021  | 6/30/2022  | LOA (PD) ADMIN 8/24/21                 |
| EISTER                  | IRENE     | A       | Principal, Elementary School   | GOLDEN EMPIRE ELEMENTARY      | 8/2/2021   | 10/25/2021 | LOA(PD) FMLA/CFRA 8/2-10/25/21         |
| EISTER                  | IRENE     | A       | Principal, Elementary School   | GOLDEN EMPIRE ELEMENTARY      | 10/26/2021 | 12/17/2021 | LOA (PD) 10/26/21-12/17/2021           |
| GRAVES                  | NICOLE    | C       | Teacher, Elementary            | FATHER K.B. KENNY - K-8       | 8/31/2021  | 9/8/2021   | LOA (PD) 8/31-9/8/21                   |
| GRAVES                  | NICOLE    | C       | Teacher, Elementary            | FATHER K.B. KENNY - K-8       | 9/9/2021   | 12/9/2021  | LOA (PD) FMLA/CFRA 9/9-12/9/21         |
| GRAVES                  | NICOLE    | C       | Teacher, Elementary            | FATHER K.B. KENNY - K-8       | 12/10/2021 | 6/30/2022  | LOA RTN (PD) FMLA/CFRA 12/10/21        |
| JONES                   | FRANCHINE | A       | Teacher, Parent/Preschool Ed   | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 11/30/2021 | LOA EXT (PD) 7/1-11/30/21              |
| KOVAL                   | VASILYI   | A       | School Nurse                   | HEALTH SERVICES               | 10/1/2021  | 6/30/2022  | LOA (UNPD) ADMIN 10/1/21-6/30/22       |
| MCCALED                 | NOLA      | A       | Teacher, Resource, Special Ed. | ALICE BIRNEY WALDORF - K-8    | 7/1/2021   | 6/30/2022  | LOA RTN (PD) FMLA/CFRA 7/1/21          |
| MILLER                  | SONIA     | A       | Teacher, Resource, Special Ed. | O. W. ERLEWINE ELEMENTARY     | 8/31/2021  | 12/1/2021  | LOA (PD) FMLA/CFRA 8/31-12/1/22        |
| MILLER                  | SONIA     | A       | Teacher, Resource, Special Ed. | O. W. ERLEWINE ELEMENTARY     | 12/2/2021  | 6/30/2022  | LOA (PD) 12/2/21-6/30/22               |
| MIYAMOTO-MATA           | AMY       | A       | Teacher, Middle School         | WILL C. WOOD MIDDLE SCHOOL    | 9/2/2021   | 11/1/2021  | LOA (PD) 9/2/21-11/1/21                |
| SANDERS                 | KATHERINE | A       | Teacher, Middle School         | KIT CARSON INTL ACADEMY       | 8/24/2021  | 6/30/2022  | LOA (PD) ADMIN 8/24/21                 |
| SCOTT                   | ERICA     | A       | Teacher, Elementary            | WOODBINE ELEMENTARY SCHOOL    | 9/6/2021   | 10/16/2021 | LOA(PD)PDL/HE 9/6-10/16/21             |
| SCOTT                   | ERICA     | A       | Teacher, Elementary            | WOODBINE ELEMENTARY SCHOOL    | 10/17/2021 | 11/14/2021 | LOA (PD) FMLA/CFRA 10/17-11/14/21      |
| WALKER                  | SAMANTHA  | A       | Teacher, High School           | JOHN F. KENNEDY HIGH SCHOOL   | 8/31/2021  | 9/24/2021  | LOA (PD) PDL/HE, 8/31/21-9/24/21       |
| WALKER                  | SAMANTHA  | A       | Teacher, High School           | JOHN F. KENNEDY HIGH SCHOOL   | 9/25/2021  | 1/10/2022  | LOA (PD) FMLA/CFRA/BB, 9/25/21-1/10/22 |
| WEST                    | ALISON    | C       | Lang. Speech & Hearing Speclst | SPECIAL EDUCATION DEPARTMENT  | 9/2/2021   | 10/15/2021 | LOA AMENDED (PD) 9/2-10/15/21          |
| WEST                    | ALISON    | C       | Lang. Speech & Hearing Speclst | SPECIAL EDUCATION DEPARTMENT  | 10/16/2021 | 5/16/2022  | LOA (PD) FMLA/CFRA 10/16-5/16/22       |
| WEST                    | ALISON    | C       | Lang. Speech & Hearing Speclst | SPECIAL EDUCATION DEPARTMENT  | 1/15/2022  | 6/30/2022  | LOA RTN (PD) FMLA/CFRA 1/15/22         |

| NameLast                          | NameFirst | JobPerm | JobClass                       | PrimeSite                     | BegDate    | EndDate   | Comment            |
|-----------------------------------|-----------|---------|--------------------------------|-------------------------------|------------|-----------|--------------------|
| <b>RE-ASSIGN/STATUS CHANGE</b>    |           |         |                                |                               |            |           |                    |
| ASHAT                             | LOVELEEN  | A       | Teacher, Middle School         | SUTTER MIDDLE SCHOOL          | 7/1/2021   | 6/30/2022 | REA 7/1/21         |
| FLOYD                             | MALCOLM   | A       | Teacher, High School           | C. K. McCLATCHY HIGH SCHOOL   | 9/14/2021  | 6/30/2022 | REA 9/14/21        |
| GODNICK                           | RICHARD   | A       | Teacher, Spec Ed               | LUTHER BURBANK HIGH SCHOOL    | 7/1/2021   | 6/30/2022 | REA 7/1/21         |
| HEALEY                            | JENNIFER  | B       | Teacher, High School           | ROSEMONT HIGH SCHOOL          | 7/1/2021   | 6/30/2022 | REA 7/1/21         |
| ITURRERIA                         | JENNIFER  | A       | Teacher, K-8                   | LEONARDO da VINCI ELEMENTARY  | 7/1/2021   | 6/30/2022 | REA 7/1/21         |
| LARSON                            | STEVEN    | A       | Teacher, High School           | CAPITAL CITY SCHOOL           | 7/1/2021   | 6/30/2022 | REA 7/1/21         |
| MANN                              | JANET     | A       | Teacher, High School           | WEST CAMPUS                   | 7/1/2021   | 6/30/2022 | REA 7/1/21         |
| McKINNON                          | ARCOLAR   |         | Teacher, Middle School         | SUTTER MIDDLE SCHOOL          | 7/1/2021   | 6/30/2022 | REA 7/1/21         |
| PIATT                             | DAISY     | A       | Teacher, High School           | ROSEMONT HIGH SCHOOL          | 7/1/2021   | 6/30/2022 | REA 7/1/21         |
| POOLE                             | KATIE     | A       | Teacher, Middle School         | SUTTER MIDDLE SCHOOL          | 7/1/2021   | 6/30/2022 | STCHG 7/1/21       |
| SAECHAO                           | MELANIE   | A       | Teacher, Elementary            | O. W. ERLEWINE ELEMENTARY     | 7/1/2021   | 6/30/2022 | STCHG 7/1/21       |
| SANCHEZ                           | LEANA     | A       | Teacher, Elementary Spec Subj  | CALEB GREENWOOD ELEMENTARY    | 7/1/2021   | 6/30/2022 | REA 7/1/21         |
| SCHROEDER                         | VICKY     | A       | Teacher, K-8                   | ALICE BIRNEY WALDORF - K-8    | 7/1/2021   | 6/30/2022 | REA/STCHG 7/1/21   |
| SEVILLA                           | MARIA     | C       | Teacher, High School           | ROSEMONT HIGH SCHOOL          | 7/1/2021   | 6/30/2022 | STCHG 7/1/21       |
| SIMMONS                           | HEATHER   | A       | Teacher, Elementary            | ETHEL I. BAKER ELEMENTARY     | 7/1/2021   | 6/30/2022 | REA 7/1/21         |
| STATON                            | ALLISON   | A       | School Psychologist            | SPECIAL EDUCATION DEPARTMENT  | 7/1/2021   | 6/30/2022 | STCHG 7/1/21       |
| TRAM                              | JENNY     | A       | Teacher, Resource, Special Ed. | JOHN D SLOAT BASIC ELEMENTARY | 7/1/2021   | 6/30/2022 | REA/STCHG 7/1/21   |
| VALLE                             | IRENE     | A       | School Nurse                   | HEALTH SERVICES               | 7/1/2021   | 6/30/2022 | STCHG 7/1/21       |
| VAUGHN-WAGGONER                   | COLLEEN   | A       | Teacher, Middle School         | KIT CARSON INTL ACADEMY       | 7/1/2021   | 6/30/2022 | REA 7/1/21         |
| WHITEHEAD                         | SANDRA    | C       | Teacher, High School           | WEST CAMPUS                   | 7/1/2021   | 6/30/2022 | STCHG 7/1/21       |
| <b>SEPARATE / RESIGN / RETIRE</b> |           |         |                                |                               |            |           |                    |
| CACHOLA                           | JASEL     | B       | Teacher, Resource, Special Ed. | ELDER CREEK ELEMENTARY SCHOOL | 7/1/2021   | 8/27/2021 | SEP/RESIGN 8/27/21 |
| CARROLL                           | TIMOTHY   | B       | Teacher, Elementary Spec Subj  | ELDER CREEK ELEMENTARY SCHOOL | 10/12/2020 | 6/30/2021 | SEP/RESIGN 6/30/21 |
| CARROLL                           | TIMOTHY   | B       | Teacher, Elementary Spec Subj  | ETHEL PHILLIPS ELEMENTARY     | 10/12/2020 | 6/30/2021 | SEP/RESIGN 6/30/21 |
| GRAVES                            | KELLY     | A       | Teacher, High School           | JOHN F. KENNEDY HIGH SCHOOL   | 7/1/2021   | 7/15/2021 | SEP/RESIGN 7/15/21 |
| HANSON                            | TRACEY    | A       | Teacher, Elementary            | DAVID LUBIN ELEMENTARY SCHOOL | 7/1/2021   | 8/10/2021 | SEP/RESIGN 8/10/21 |
| HILL                              | MARIE     | A       | Teacher, Spec Ed               | JOHN CABRILLO ELEMENTARY      | 7/1/2021   | 8/30/2021 | SEP/RETIRE 8/30/21 |
| LABSON                            | AMY       | A       | Librarian, Middle School       | FERN BACON MIDDLE SCHOOL      | 7/1/2021   | 7/30/2021 | SEP/RESIGN 7/30/21 |
| LABSON                            | AMY       | A       | Librarian, Middle School       | ALBERT EINSTEIN MIDDLE SCHOOL | 7/1/2021   | 8/31/2021 | SEP/RESIGN 8/31/21 |
| MARTINEZ                          | MONICA    | A       | Career Information Technician  | C. K. McCLATCHY HIGH SCHOOL   | 7/1/2021   | 7/14/2021 | SEP/RESIGN 7/14/21 |
| MEDINA                            | MELISSA   | B       | Inst Aid, Spec Ed              | C. K. McCLATCHY HIGH SCHOOL   | 7/1/2021   | 8/27/2021 | SEP/RESIGN 8/27/21 |
| OROZCO                            | GABRIELLA | A       | Counselor, High School         | ROSEMONT HIGH SCHOOL          | 7/1/2021   | 8/18/2021 | SEP/RESIGN 8/18/21 |
| <b>TRANSFER</b>                   |           |         |                                |                               |            |           |                    |
| ADKINS                            | JENNIFER  | A       | Teacher, High School           | ROSEMONT HIGH SCHOOL          | 7/1/2021   | 6/30/2022 | TR 7/1/21          |
| MACRAE                            | ADAM      | A       | Teacher, High School, Contin.  | AMERICAN LEGION HIGH SCHOOL   | 7/1/2021   | 6/30/2022 | TR 7/1/21          |
| MARCROFT                          | RICHARD   | A       | Teacher, High School, Contin.  | AMERICAN LEGION HIGH SCHOOL   | 7/1/2021   | 6/30/2022 | TR 7/1/21          |
| STEWART                           | CINDEE    | A       | Teacher, Elementary Spec Subj  | ELDER CREEK ELEMENTARY SCHOOL | 7/1/2021   | 9/7/2021  | TR 7/1/21          |
| STOLINSKI                         | VICTORIA  | A       | Teacher, High School           | ROSEMONT HIGH SCHOOL          | 7/1/2021   | 6/30/2022 | TR 7/1/21          |

**Attachment 2: CLASSIFIED 10/7/2021**

| NameLast                | NameFirst       | JobPerm | JobClass                       | PrimeSite                     | BegDate    | EndDate    | Comment                             |
|-------------------------|-----------------|---------|--------------------------------|-------------------------------|------------|------------|-------------------------------------|
| <b>EMPLOY/ REEMPLOY</b> |                 |         |                                |                               |            |            |                                     |
| AHMADI                  | NAWEED          | B       | Site Cmpr Suprt Tch III        | NUTRITION SERVICES DEPARTMENT | 9/2/2021   | 6/30/2022  | EMPLOY PROB 9/2/21                  |
| ALVES                   | EMILY           | A       | Child Care Attendant, Chld Dev | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 6/30/2022  | REEMPLOY 39MO 7/1/21                |
| ANTUNEZ                 | LIZA            | A       | Child Care Attendant, Chld Dev | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 6/30/2022  | REEMPLOY 39MO 7/1/21                |
| ARRENDONDO              | LORETTA         | B       | Noon Duty                      | PARKWAY ELEMENTARY SCHOOL     | 9/2/2021   | 6/30/2022  | EMPLOY PROB 9/2/21                  |
| AVAKYAN                 | SHOGIK          | A       | Child Care Attendant, Chld Dev | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 6/30/2022  | REEMPLOY 39MO 7/1/21                |
| AYALA SANTAMARIA        | LLOVA           |         | Teacher Assistant, Bilingual   | BG CHACON ACADEMY             | 9/10/2021  | 6/30/2022  | EMPLOY PROB 9/10/21                 |
| BASPED                  | FRANCES         | B       | Fd Sv Asst I                   | NUTRITION SERVICES DEPARTMENT | 9/2/2021   | 6/30/2022  | EMPLOY PROB 9/2/21                  |
| BLANCO                  | SONIA           | B       | Fd Sv Asst I                   | NUTRITION SERVICES DEPARTMENT | 9/2/2021   | 6/30/2022  | EMPLOY PROB 9/2/21                  |
| BRANUM                  | LISA            | B       | Fd Sv Asst I                   | NUTRITION SERVICES DEPARTMENT | 9/2/2021   | 6/30/2022  | EMPLOY PROB 9/2/21                  |
| BROWN                   | SHANNON         | A       | Child Care Attendant, Chld Dev | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 6/30/2022  | REEMPLOY 39MO 7/1/21                |
| CARDENAS                | MARIA           | A       | Child Care Attendant, Chld Dev | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 6/30/2022  | REEMPLOY 39MO 7/1/21                |
| CHAPMAN                 | COREY           | B       | Inst Aide Child Dev            | CHILD DEVELOPMENT PROGRAMS    | 9/2/2021   | 6/30/2022  | EMPLOY PROB 9/2/21                  |
| COLEMAN                 | SCHANELL        | A       | Child Care Attendant, Chld Dev | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 6/30/2022  | REEMPLOY 39MO 7/1/21                |
| DANIELS                 | TASHA           | A       | Child Care Attendant, Chld Dev | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 6/30/2022  | REEMPLOY 39MO 7/1/21                |
| DILWORTH                | SHALEANA        | A       | Fd Sv Asst I                   | NUTRITION SERVICES DEPARTMENT | 7/1/2021   | 6/30/2022  | RESCIND TERM 7/1/21                 |
| DONOHUE                 | DANIELLE        | A       | Child Care Attendant, Chld Dev | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 6/30/2022  | REEMPLOY 39MO 7/1/21                |
| FRAGA                   | MARIA           | A       | Child Care Attendant, Chld Dev | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 6/30/2022  | REEMPLOY 39MO 7/1/21                |
| FRASER                  | DANA            | B       | Inst Aid, Spec Ed              | DAVID LUBIN ELEMENTARY SCHOOL | 9/2/2021   | 6/30/2022  | EMPLOY PROB 9/2/21                  |
| GONZALEZ LORETO         | BRIANDA         | A       | Child Care Attendant, Chld Dev | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 6/30/2022  | REEMPLOY 39MO 7/1/21                |
| HARTLEY                 | TONYA           | B       | Morning Duty                   | JAMES W MARSHALL ELEMENTARY   | 9/7/2021   | 2/28/2022  | EMPLOY PROB 9/7/21                  |
| HEIMSOTH                | ROBERT          | B       | Custodian                      | WILLIAM LAND ELEMENTARY       | 8/25/2021  | 9/1/2021   | EMPLOY PROB 8/25/21                 |
| HINOJOS                 | YURIDIA         | B       | Clerk II                       | CROCKER/RIVERSIDE ELEMENTARY  | 9/15/2021  | 6/30/2022  | REEMPLOY 39MO 9/15/21               |
| HOLLON-HIRONYMOUS       | CATRINA         | B       | Fd Sv Asst I                   | NUTRITION SERVICES DEPARTMENT | 9/2/2021   | 6/30/2022  | EMPLOY PROB 9/2/21                  |
| JACKSON                 | CHIQUITA        | B       | Employment Coach SpEd          | SPECIAL EDUCATION DEPARTMENT  | 9/2/2021   | 6/30/2022  | EMPLOY PROB 9/2/21                  |
| JAQUEZ                  | GLORIA          | B       | Fd Sv Asst I                   | NUTRITION SERVICES DEPARTMENT | 9/2/2021   | 6/30/2022  | EMPLOY PROB 9/2/21                  |
| LIZAOLA                 | ERIKA           | A       | Inst Aid, Spec Ed              | OAK RIDGE ELEMENTARY SCHOOL   | 7/1/2021   | 6/30/2022  | EXT PERM LTA 7/1/21                 |
| LONSDALE                | KAREN           | B       | Fd Sv Asst I                   | NUTRITION SERVICES DEPARTMENT | 9/2/2021   | 6/30/2022  | EMPLOY PROB 9/2/21                  |
| LOPEZ                   | RAQUEL          | A       | Child Care Attendant, Chld Dev | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 6/30/2022  | REEMPLOY 39MO 7/1/21                |
| MARTINEZ                | GLORIA          | B       | Inst Aide Child Dev            | CHILD DEVELOPMENT PROGRAMS    | 9/2/2021   | 6/30/2022  | EMPLOY PROB 9/2/21                  |
| MCKENZIE                | RAYNE           | B       | Instructional Aide             | BOWLING GREEN ELEMENTARY      | 9/15/2021  | 6/30/2022  | EMPLOY PROB 9/15/21                 |
| MORENO MUNOZ            | ROSALBA         | A       | Child Care Attendant, Chld Dev | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 6/30/2022  | REEMPLOY 39MO 7/1/21                |
| NEWELL                  | RIKI            | A       | Child Care Attendant, Chld Dev | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 6/30/2022  | REEMPLOY 39MO 7/1/21                |
| NOORI                   | MOHAMMAD        | B       | Refrig Mech/Caf Eq Rpr         | NUTRITION SERVICES DEPARTMENT | 9/13/2021  | 6/30/2022  | EMPLOY PROB 9/13/21                 |
| NOVOA                   | ERIKA           | A       | Child Care Attendant, Chld Dev | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 6/30/2022  | REEMPLOY 39MO 7/1/21                |
| PEREZ                   | VANESSA-SUZETTE | B       | Noon Duty                      | ELDER CREEK ELEMENTARY SCHOOL | 9/7/2021   | 6/30/2022  | EMPLOY PROB 9/7/21                  |
| PIERSON                 | RYAN            | B       | Noon Duty                      | PHOEBE A HEARST BASIC ELEM.   | 9/2/2021   | 6/30/2022  | EMPLOY PROB 9/2/21                  |
| SANCHEZ                 | GEMA            | A       | Child Care Attendant, Chld Dev | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 6/30/2022  | REEMPLOY 39MO 7/1/21                |
| SINGH                   | JASBINDAR       | A       | Child Care Attendant, Chld Dev | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 8/31/2021  | REEMPLOY 39MO 7/1/21                |
| SOTO HERNANDEZ          | LESLIE          | A       | Child Care Attendant, Chld Dev | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 6/30/2022  | REEMPLOY 39MO 7/1/21                |
| TAYLOR III              | CURTIS          | B       | Morning Duty                   | ELDER CREEK ELEMENTARY SCHOOL | 9/2/2021   | 6/30/2022  | EMPLOY PROB 9/2/21                  |
| VIRELAS                 | DEISY           | A       | Child Care Attendant, Chld Dev | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 6/30/2022  | REEMPLOY 39MO 7/1/21                |
| VU                      | DUNG-HANH       | B       | Teacher Assistant, Bilingual   | ELDER CREEK ELEMENTARY SCHOOL | 9/2/2021   | 6/30/2022  | EMPLOY PROB 9/2/21                  |
| WOMACK                  | MONICA          | A       | Child Care Attendant, Chld Dev | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 6/30/2022  | REEMPLOY 39MO 7/1/21                |
| YAGI                    | LAUREN          | B       | Speech-Lang Pathology Asst     | SPECIAL EDUCATION DEPARTMENT  | 9/13/2021  | 6/30/2022  | EMPLOY PROB 9/13/21                 |
| YEE                     | CECILIA         | A       | Teacher Assistant, Bilingual   | ELDER CREEK ELEMENTARY SCHOOL | 7/1/2021   | 6/30/2022  | EXT PERM LTA 7/1/21                 |
| ZAKHARYAN               | NARINE          | A       | Child Care Attendant, Chld Dev | CHILD DEVELOPMENT PROGRAMS    | 7/1/2021   | 6/30/2022  | REEMPLOY 39MO 7/1/21                |
| ZAMORA                  | MARIA           | B       | Clerk II                       | ETHEL PHILLIPS ELEMENTARY     | 9/2/2021   | 6/30/2022  | EMPLOY PROB 9/2/21                  |
| <b>LEAVES</b>           |                 |         |                                |                               |            |            |                                     |
| BLAND                   | AMIE            | B       | Bus Driver                     | TRANSPORTATION SERVICES       | 9/3/2021   | 6/30/2022  | LOA (UNPD) ADMIN 9/3/21-6/30/22     |
| CHILDS                  | JENNYFER        | A       | Inst Aide Child Dev            | CHILD DEVELOPMENT PROGRAMS    | 9/16/2021  | 10/28/2021 | LOA (PD) FMLA/CFRA 9/16/21-10/28/21 |
| EDDINGS                 | MARIAH          | A       | Inst Aid, Spec Ed              | HIRAM W. JOHNSON HIGH SCHOOL  | 9/2/2021   | 11/9/2021  | LOA (PD) 9/2/21-11/9/21             |
| EDDINGS                 | MARIAH          | A       | Inst Aid, Spec Ed              | HIRAM W. JOHNSON HIGH SCHOOL  | 11/10/2021 | 6/30/2022  | LOA RTN (PD) 11/10/21               |
| HOPKINS                 | ELAINE          | A       | Fd Sv Asst I                   | NUTRITION SERVICES DEPARTMENT | 9/2/2021   | 2/2/2022   | LOA (PD) 9/2/21-2/2/22              |

| NameLast                       | NameFirst  | JobPerm | JobClass                     | PrimeSite                      | BegDate   | EndDate    | Comment                           |
|--------------------------------|------------|---------|------------------------------|--------------------------------|-----------|------------|-----------------------------------|
| HOPKINS                        | ELAINE     | A       | Fd Sv Asst I                 | NUTRITION SERVICES DEPARTMENT  | 2/3/2022  | 6/30/2022  | LOA RTN 2/3/22                    |
| NANSEL                         | ALANA      | A       | Certified Occup Therapy Asst | SPECIAL EDUCATION DEPARTMENT   | 9/8/2021  | 10/20/2021 | LOA (PD) 9/8/21-10/20/21          |
| SCHERMAN                       | DONALD     | A       | Custodian                    | PHOEBE A HEARST BASIC ELEM.    | 9/1/2021  | 9/1/2021   | LOA RTN (PD) FMLA/CFRA 9/1/21     |
| TAN                            | LIYI       | A       | Fd Sv Asst I                 | NUTRITION SERVICES DEPARTMENT  | 9/2/2021  | 9/30/2021  | LOA (PD) FMLA/CFRA 9/2/21-9/30/21 |
| TAN                            | LIYI       | A       | Fd Sv Asst I                 | NUTRITION SERVICES DEPARTMENT  | 10/1/2021 | 6/30/2022  | LOA (UNPD) 10/1/21-6/30/22        |
| <b>RE-ASSIGN/STATUS CHANGE</b> |            |         |                              |                                |           |            |                                   |
| AKANNI CAMMACK                 | DOMINIQUE  | B       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 9/30/2021  | STCHG 8/31/21                     |
| ALVAREZ                        | JOSE       | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| AMAYA                          | LAURA      | A       | Inst Aid, Spec Ed            | OAK RIDGE ELEMENTARY SCHOOL    | 9/13/2021 | 6/30/2022  | STCHG 9/13/21                     |
| BALDERAS                       | VERONICA   | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| BAN                            | CHRISTI    | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| BARRON                         | MARIA      | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| BROADBENT                      | MISTY      | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| BROWN                          | KAREN      | B       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| BROWN                          | DALE       | B       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 2/28/2022  | STCHG 8/31/21                     |
| CAKAU                          | ALIPATE    | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| CAMPBELL                       | TANGIE     | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| CAO                            | DOUGLAS    | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| CRAWLEY                        | KELLYN     | B       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| CROSS                          | MARTHA     | A       | Bus Attendant                | TRANSPORTATION SERVICES        | 9/2/2021  | 6/30/2022  | STCHG 9/2/21                      |
| DAVIES                         | LORI       | A       | Fd Sv Asst I                 | NUTRITION SERVICES DEPARTMENT  | 9/2/2021  | 10/31/2021 | STCHG 9/2/21                      |
| DEL TORO                       | YESENIA    | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| DILWORTH                       | SHALEANA   | A       | Fd Sv Asst I                 | NUTRITION SERVICES DEPARTMENT  | 9/14/2021 | 6/30/2022  | STCHG 9/14/21                     |
| ESELEKHOMHEN                   | SUNNY      | B       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| FRAZIER                        | DENNIS     | B       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| GALVEZ                         | JOSE       | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| GARCIA                         | ROSALBA    | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| GREGG                          | HALEY      | B       | Controller/Bkkpr Adult Ed.   | NEW SKILLS & BUSINESS ED. CTR  | 9/14/2021 | 6/30/2022  | REA/STCHG 9/14/21                 |
| HALEY                          | KATHERINE  | A       | Bus Attendant                | TRANSPORTATION SERVICES        | 9/2/2021  | 6/30/2022  | STCHG 9/2/21                      |
| HANKINS                        | JASON      | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| HERNANDEZ                      | JOSEPH     | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| HUANG                          | RU         | A       | Fd Sv Asst I                 | NUTRITION SERVICES DEPARTMENT  | 9/2/2021  | 6/30/2022  | STCHG 9/2/21                      |
| HUERTA                         | ANNA       | A       | Bus Attendant                | TRANSPORTATION SERVICES        | 9/2/2021  | 6/30/2022  | STCHG 9/2/21                      |
| JONES                          | GREGORY    | B       | Power Equip                  | BUILDINGS & GROUNDS/OPERATIONS | 9/1/2021  | 6/30/2022  | REA/STCHG 9/1/21                  |
| KWONG                          | PAULINE    | A       | Clerk II                     | JOHN MORSE THERAPEUTIC         | 9/2/2021  | 6/30/2022  | STCHG 9/2/21                      |
| LEE                            | ALICE      | A       | Bus Attendant                | TRANSPORTATION SERVICES        | 9/2/2021  | 6/30/2022  | STCHG 9/2/21                      |
| LESHCHINSKIY                   | IRINA      | R       | Teacher Assistant, Bilingual | REASSIGNED                     | 7/1/2021  | 6/30/2022  | STCHG 7/1/21-6/30/22              |
| MANNING II                     | REGINALD   | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| MOORE                          | BARBARA    | A       | Bus Attendant                | TRANSPORTATION SERVICES        | 9/2/2021  | 6/30/2022  | STCHG 9/2/21                      |
| NGUYEN                         | HUY        | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| NGUYEN                         | THAI       | B       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 8/31/2021  | STCHG 8/31/21                     |
| NGUYEN                         | LINDA      | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| NUGENT                         | CATHLIN    | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| OCHOA                          | CYNTHIA    | A       | Noon Duty                    | EDWARD KEMBLE ELEMENTARY       | 7/1/2021  | 2/28/2022  | STCHG 7/1/25                      |
| ORTIZ                          | DENICE     | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| PENA                           | YOLANDA    | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| PHUNG                          | LIEN       | A       | Bus Attendant                | TRANSPORTATION SERVICES        | 9/2/2021  | 6/30/2022  | STCHG 9/2/21                      |
| RAMIREZ CUELLAR                | YESENIA    | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 8/31/2021  | STCHG 8/31/21                     |
| RICHARDS                       | DANNY      | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| RODRIGUEZ                      | VERONICA   | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| SAECHAO                        | NAI        | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| SALAUN                         | KATHY      | B       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| SAMUDIO                        | DIOSCELINA | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 9/22/2021  | STCHG 8/31/21                     |
| SANCHEZ                        | BARBARA    | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| SANCHEZ-PENA                   | JOCELYN    | B       | Inst Aide Child Dev          | CHILD DEVELOPMENT PROGRAMS     | 9/2/2021  | 2/28/2022  | REA/STCHG 9/2/21                  |
| SEMNANI                        | ALI        | B       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| SMITH                          | LINDA      | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 6/30/2022  | STCHG 8/31/21                     |
| SMITH                          | MICHAEL    | A       | Bus Driver                   | TRANSPORTATION SERVICES        | 8/31/2021 | 8/31/2021  | STCHG 8/31/21                     |

| NameLast    | NameFirst  | JobPerm | JobClass      | PrimeSite                     | BegDate   | EndDate   | Comment       |
|-------------|------------|---------|---------------|-------------------------------|-----------|-----------|---------------|
| SPAGNER     | ANGELIA    | A       | Bus Driver    | TRANSPORTATION SERVICES       | 8/31/2021 | 6/30/2022 | STCHG 8/31/21 |
| VACCA-DAVIS | BERNADETTE | B       | Bus Driver    | TRANSPORTATION SERVICES       | 8/31/2021 | 6/30/2022 | STCHG 8/31/21 |
| WADE        | CARMEN     | A       | Bus Attendant | TRANSPORTATION SERVICES       | 9/2/2021  | 6/30/2022 | STCHG 9/2/21  |
| WELCH       | REGINA     | A       | Bus Driver    | TRANSPORTATION SERVICES       | 8/31/2021 | 6/30/2022 | STCHG 8/31/21 |
| WEST        | CARI       | A       | Bus Driver    | TRANSPORTATION SERVICES       | 8/31/2021 | 6/30/2022 | STCHG 8/31/21 |
| WITHERSPOON | LARRY      | A       | Bus Driver    | TRANSPORTATION SERVICES       | 8/31/2021 | 6/30/2022 | STCHG 8/31/21 |
| WITTING     | LINDA      | A       | Bus Driver    | TRANSPORTATION SERVICES       | 8/31/2021 | 6/30/2022 | STCHG 8/31/21 |
| XU          | XIUYAN     | A       | Fd Sv Asst I  | NUTRITION SERVICES DEPARTMENT | 9/2/2021  | 9/30/2021 | STCHG 9/2/21  |

**SEPARATE / RESIGN / RETIRE**

|                  |          |   |                                |                                |           |           |                     |
|------------------|----------|---|--------------------------------|--------------------------------|-----------|-----------|---------------------|
| BARRIOS          | MELISSA  | B | Bus Attendant                  | TRANSPORTATION SERVICES        | 7/1/2021  | 9/13/2021 | SEP/RESIGN 9/13/21  |
| BRADLEY          | MELVINIA | A | Noon Duty                      | LEATAATA FLOYD ELEMENTARY      | 1/1/2021  | 6/30/2021 | SEP/39MO 6/30/21    |
| CHAPEL           | JEFFREY  | A | Noon Duty                      | LEATAATA FLOYD ELEMENTARY      | 1/1/2021  | 6/30/2021 | SEP/39MO 6/30/21    |
| CLABORNE         | OVERTON  | A | Inst Aid, Spec Ed              | ALBERT EINSTEIN MIDDLE SCHOOL  | 7/1/2021  | 9/1/2021  | SEP/RESIGN 9/1/21   |
| EDGAR            | JOHN     | A | Custodian                      | NEW SKILLS & BUSINESS ED. CTR  | 7/1/2021  | 8/31/2021 | SEP/RETIRED 8/31/21 |
| FLOREZ           | MIKHAEL  | B | Supervisor IV, Electronics     | FACILITIES MAINTENANCE         | 7/1/2021  | 9/16/2021 | SEP/RESIGN 9/16/21  |
| GARDNER          | CHERYL   | Q | Library Media Tech Asst        | PACIFIC ELEMENTARY SCHOOL      | 2/26/2021 | 6/17/2021 | SEP/RESIGN 6/17/21  |
| HALVERSTADT      | NICOLE   | B | Clerk II                       | CAROLINE WENZEL ELEMENTARY     | 7/1/2021  | 9/30/2021 | SEP/RESIGN 9/30/21  |
| HAMMERGREN       | HEATHER  | B | Job Developer, Employment Svcs | SPECIAL EDUCATION DEPARTMENT   | 7/1/2021  | 9/3/2021  | SEP/RESIGN 9/3/21   |
| JEONG            | MARIA    | B | Noon Duty                      | MARTIN L. KING JR ELEMENTARY   | 1/1/2021  | 6/27/2021 | SEP/RESIGN 6/27/21  |
| LEWIS-ECKFORD    | BRANDY   | A | Bus Driver                     | TRANSPORTATION SERVICES        | 7/1/2021  | 8/23/2021 | SEP/RESIGN 8/23/21  |
| LOPEZ            | MAXINE   | Q | School Plant Ops Mngr I        | LANGUAGE ACADEMY               | 7/1/2021  | 8/31/2021 | SEP/TERM 8/31/21    |
| MARTIN           | KRISTINA | A | Inst Aid, Spec Ed              | JOHN F. KENNEDY HIGH SCHOOL    | 7/1/2021  | 8/20/2021 | SEP/RESIGN 8/20/21  |
| MORRIS           | RACHAEL  | A | Noon Duty                      | JAMES W MARSHALL ELEMENTARY    | 7/1/2021  | 8/27/2021 | SEP/RESIGN 8/27/21  |
| POWELL-GREEN     | KEISHA   | A | Adult Ed Customer Rel Clk      | NEW SKILLS & BUSINESS ED. CTR  | 7/1/2021  | 10/1/2021 | SEP/RESIGN 10/01/21 |
| RECTOR           | LORALEE  | A | Walking Attendant              | JOHN D SLOAT BASIC ELEMENTARY  | 1/1/2021  | 6/30/2021 | SEP/39MO 6/30/21    |
| ROJAS            | PATRICIA | A | Morning Duty                   | PACIFIC ELEMENTARY SCHOOL      | 7/1/2021  | 8/20/2021 | SEP/RESIGN 8/20/21  |
| ROJAS            | PATRICIA | A | Noon Duty                      | PACIFIC ELEMENTARY SCHOOL      | 7/1/2021  | 8/20/2021 | SEP/RESIGN 8/20/21  |
| SANCHEZ-ENRIQUEZ | MARIEL   | A | Teacher Assistant, Bilingual   | ELDER CREEK ELEMENTARY SCHOOL  | 7/1/2021  | 9/1/2021  | SEP/RESIGN 9/1/21   |
| VASQUEZ          | SHAUN    | A | Noon Duty                      | EARL WARREN ELEMENTARY SCHOOL  | 9/1/2021  | 9/2/2021  | SEP/RESIGN 9/2/21   |
| VAVURIS          | LATESHA  | A | Noon Duty                      | ABRAHAM LINCOLN ELEMENTARY     | 7/1/2021  | 8/31/2021 | SEP/RESIGN 8/31/21  |
| VILLARREAL       | RENEE    | A | Inst Aid, Spec Ed              | PONY EXPRESS ELEMENTARY SCHOOL | 7/1/2021  | 8/1/2021  | SEP/RESIGN 8/1/21   |

| <b>TRANSFER</b> |         |   |                                |                            |           |           |           |
|-----------------|---------|---|--------------------------------|----------------------------|-----------|-----------|-----------|
| HAYNESWORTH     | KATON   | B | School Intrvntn Monitor, Sp Ed | REASSIGNED                 | 7/1/2021  | 6/30/2022 | TR 7/1/21 |
| PAULY           | ZACHARY | A | Custodian                      | LUTHER BURBANK HIGH SCHOOL | 8/23/2021 | 6/30/2022 | TR 7/1/21 |
| PLEINES         | LAURA   | A | Inst Aid, Spec Ed              | CALIFORNIA MIDDLE SCHOOL   | 7/1/2021  | 6/30/2022 | TR 7/1/21 |



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1c

**Meeting Date:** October 7, 2021

**Subject:** Approve Minutes of the September 2, 2021, Board of Education Meeting

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

**Division:** Superintendent's Office

**Recommendation:** Approve Minutes of the September 2, 2021, Board of Education Meeting.

**Background/Rationale:** None

**Financial Considerations:** None

**LCAP Goal(s):** Family and Community Empowerment

**Documents Attached:**

1. Minutes of the September 2, 2021, Board of Education Regular Meeting

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





Putting  
Children  
First

# BOARD OF EDUCATION MEETING AND WORKSHOP

## Board of Education Members

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

Thursday, September 2, 2021

4:00 p.m. Closed Session

6:00 p.m. Open Session

## Serna Center

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

# MINUTES

2021/22-6

## 1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

### NOTICE OF PUBLIC ATTENDANCE BY LIVESTREAM

Members of the public who wish to attend the meeting may do so by livestream at:  
<https://www.scusd.edu/post/watch-meeting-live>.

*No physical location of the meeting will be provided to the public.*

*The meeting was called to order at 4:09 p.m. by President Pritchett, and roll was taken.*

#### *Members Present:*

*President Christina Pritchett  
Second Vice President Darrel Woo  
Leticia Garcia  
Lavinia Grace Phillips  
Jamee Villa*

#### *Members Absent:*

*Chinua Rhodes (arrived at 4:15 p.m.)  
Vice President Lisa Murawski (arrived during Closed Session)  
Student Member Jacqueline Zhang arrived at 6:00 p.m. for Open Session.*

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

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

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

URL <https://tinyurl.com/BoardMeetingSept2>; or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written comment. **Regardless of the method by which public comment is submitted, including a request for oral comment, the submission deadline for closed and open session items shall be no later than noon, September 2.** Individual public comment shall be presented to the Board orally for no more than two minutes, or other time determined by the Board on each agenda item. Public comments submitted in writing will not be read aloud, but will be provided to the Board in advance of the meeting and posted on the District's website. The Board shall limit the total time for public comment presented on each agenda item, including communications and organizational reports, to 15 minutes in length. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the agenda item and the number of public comments.

Public Comment on Closed Session: None

### 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. 2021050802 and OAH Case No. 2021040766)
- 3.2 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (District Representative Pam Manwiller)
- 3.3 Government Code 54957 – Public Employee Discipline/Dismissal/Release/Reassignment
- 3.4 Government Code 54957 – Public Employee Appointment
  - a) Instructional Assistant Superintendent
  - b) Principal, Caleb Greenwood Elementary School
  - c) Principal, George Washington Carver School of Arts & Science
  - d) Principal, H. W. Harkness Elementary School
  - e) Principal, Kit Carson International Academy, an I. B. World School
- 3.5 Government Code 54956.8—Conference with Real Property Negotiators:  
Property: Parcel B, Delta Shores Phase 2, Subdivision No. P20-024  
Agency Negotiator: Superintendent or designee  
Negotiating Parties: SCUSD and Signature Homes Inc.  
Under Negotiation: Price and Terms
- 3.6 Government Code 54957 - Public Employee Performance Evaluation
  - a) Superintendent

#### **4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE**

4.1 *The Pledge of Allegiance*

4.2 *Broadcast Statement*

4.3 *Stellar Student – Jonathan Perez, a 6th Grade student from Pacific Elementary School (and entering 7th Grade at Will C. Wood Middle School), was introduced by Member Phillips.*

#### **5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

*Counsel Anne Collins announced that OAH Case No. 2021050802 and OAH Case No. 2021040766 were both approved unanimously 6-0, with Vice President Murawski absent.*

*Superintendent Aguilar announced the following appointments, approved 7-0:*

*Principal, Harkness Elementary School – Sarah Scheeline*

*Principal, George Washington Carver School of Arts & Science – La Niecia Kobelt*

*Principal, Kit Carson International Academy, an I. B. World School – Dr. LuTisha Stockdale*

#### **6.0 AGENDA ADOPTION**

*President Pritchett asked for a motion to adopt the agenda. A motion was made to approve by Second Vice President Woo and seconded by Vice President Murawski. The Board voted unanimously to adopt the agenda. Superintendent Aguilar announced, however, that Item 8.1 may be delayed.*

#### **7.0 PUBLIC COMMENT**

*Public comment may be (1) emailed to [publiccomment@scusd.edu](mailto:publiccomment@scusd.edu); (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/BoardMeetingSept2>; or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written comment. Regardless of the method by which public comment is submitted, including a request for oral comment, the submission deadline shall be no later than noon, September 2 for any agenda item. Individual public comment shall be presented to the Board orally for no more than two minutes or other time determined by the Board, on each agenda item. Public comments submitted in writing will not be read aloud, but will be provided to the Board in advance of the meeting and posted on the District's website. The Board shall limit the total time for public comment presented on each agenda item, including communications and organizational reports, to 15 minutes in length. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the agenda item and the number of public comments.*

*Public Comment:*

*Marsella Rodriguez*

*Dante Jackson*

*Sandra Smith  
Jeremy Pursy  
Ingrid Hutchins  
Kara Synhorst  
Nikki Milevsky  
Rebekah Latronica  
Terrence Gladney*

## **8.0 SPECIAL PRESENTATION**

### *8.1 Opening of Schools Update (Various Departments)*

**Information**

*Item 8.1 was heard after Item 9.2, and was presented by the following departments: Student Support and Health Services, Facilities and Operations, Nutrition Services, Human Resources, Curriculum and Instruction, Legal Services, Communications, and the Academic Office.*

#### *Public Comment:*

*Dustin Heron  
Elizabeth Campbell  
John Smith  
Chris Williams  
Padres Organized Community  
Anthony Mistry  
Cassandra Hoff  
Cyd Jaghory  
Dana Grimes  
Michelle Kuennen  
David Fisher  
Nikki Milevsky  
Cindee Stewart  
Robert Lynch  
Julie Del Agua  
Ingrid Hutchins  
Kristin Goree  
Mohammad Kashmiri  
Sarah Williams Kinsley  
Shawnda Westly  
Steph Rodriguez  
Taylor Kayatta  
Terrence Gladney  
Tracy Mistry*

#### *Board Comments:*

*President Pritchett thanked staff for the presentation. She spoke about the joy among students and parents on this first day of school. She asked if there was a shortage of rapid antigen tests. Director of*

*Student Support and Health Services Victoria Flores answered that is correct. President Pritchett said she may have a source for more. She then asked if students in the high school construction classes could build the picnic benches needed that are on back order. Facilities Director Chris Ralston answered that this can be looked into, but unfortunately there is a shortage of all materials right now. President Pritchett stated that she has great respect for all teachers and staff for making this first day of school happen. She went on to say that she is outraged, however, by SCTA Board President David Fisher's comments tonight regarding the professional learning glitch. She noted that it is well known that technology sometimes fails, and we cannot always prevent that from happening. She said it is unfortunate, and she knows how stressful that is, but it is not the District's fault that there was a glitch in the technology. She thanked staff for recognizing that and for extending until October 1 to complete the process.*

*Member Villa said, in hearing what all are saying, that all are struggling albeit doing the best they can, and she asked for grace. She said she knows all are frustrated and that we appreciate our teachers and staff. Nothing will be 100 percent because we have never been in this situation before, and she really hopes that the community knows this. She asked if other districts required vaccinations for their staff. Ms. Flores said she was not fully aware; she noted that some of the college systems are doing this.*

*Member Phillips said she hears what Member Villa is saying regarding grace, but that we also need to look into humility and admit when something is not done well. She asked if the District had the humility to admit that some of the things that happened today could have been done better. She asked if it could be admitted that particular things were done incorrectly, so that next time they could be done better. She asked what health safety precautions are being taken for students that play wind instruments. Ms. Flores replied that the District is looking into ordering specialized bell and face coverings. And the students are playing outside, even with coverings.*

*Vice President Murawski observed that today was successful for the vast majority of students, and she thanked all for making that happen. She noted that many districts around the state are struggling with the same things, and she is proud of our staff and district in how a lot of issues have been approached, as they have been trying to follow best practices all along. She noted constraints on District authority to effectuate things. She gave as example the academic calendar. She said she appreciates all of staff work and acknowledged that everything does not always come out perfectly. She asked if staff have recommendations for mandating vaccines for staff and students. She said she would be supportive if it was recommended by staff now that the FDA has given approval for the vaccine. Ms. Flores said that this has not been deeply considered at this point, but it is something that*

*definitely can be looked into. She said she just received a text from an employee saying that Culver City is the first district in California to mandate vaccines. She said they will look at what they are doing and get back to the Board.*

*Student Member Zhang asked what actions are taken after there has been a confirmed case on campus. It is her impression that the District will only quarantine the specific staff member or student at their house for a various number of days based on their circumstances and that also that the classroom will be disinfected. She asked if this is enough to make sure that the campus is safe for students to attend school because the nature of the virus is extremely contagious, and in only quarantining the student or staff we cannot make sure that the virus has not already spread to other parts of the school. Therefore, she is concerned about this. She also asked what is the number of cases that are needed to classify a situation as an outbreak and, if there was an outbreak, would all students be sent into independent study or will distance learning return. She lastly asked how do we know that persons quarantined at their home are not spreading the virus to other family members and neighborhood. She noted that not every family has the space to quarantine a person. Ms. Flores explained contract tracing and the parameter of being within six feet or less for 15 minutes or more as the criteria. Any such individuals would be quarantined. All others in the classroom would also be notified that there was a positive case in the classroom. Weekly surveillance testing would address the concern of uncertainty about spread. Anyone symptomatic needs to stay home. Regarding outbreaks, CDPH and Sac Public Health are silent on this. Therefore, when there are a number of cases, the District reaches out to the County for advice and guidance. For households with a person testing positive, all the other household members must quarantine even if vaccinated. Chief Academic Officer Christine Baeta answered the question of students in quarantine by saying that currently distance learning is not being offered; the student would be in short term independent study. Student Member Zhang asked if a plan is already in place in case a school were to be shut down due to an outbreak. Ms. Baeta said that currently we cannot offer full scale distance learning to all students.*

*Member Garcia shared that her daughters were very glad to return to school today, and she does recognize that everyone is doing their best despite the fact that some things did not go smoothly. She expressed concern that parents wanting long term independent study were let down because information was provided so last minute. She is also concerned that students needing short term independent study will not be provided with packets. She asked what will happen to these students during the 14 days. Ms. Baeta said that what comes next is that the staffing piece is being worked on and parents have shared that they want to participate in Capital City School for some portion of the year. So today registration started for those students. For staffing, initially*

*all Capital City teachers are being utilized fully. Additional teachers will be added as demand increases. She also said that students should have some work during the 14 days of short term independent study. If parents are not getting what they need, she encourages them to reach out to the Constituent Services Department. Member Garcia asked where a parent goes after they contact their school but are not given materials. Ms. Baeta said she does not know if the District can centrally provide materials. Superintendent Aguilar said that ultimately we will take ownership of the responsibility to make sure that students have materials in front of them by centralizing to provide learning materials for students. Member Garcia asked how parents will secure the materials. Superintendent Aguilar said that what can be committed to is coming to a decision by end of day tomorrow to answer if families will be directed to securing materials from the District central office. Member Garcia noted that there are hard deadlines that need to be adhered to regarding negotiations because time always runs out and then we are scrambling. Therefore, she asked that we try overcommunicating moving forward. She asked to clarify whether or not masking is required for outdoor non-contact sports. Ms. Flores said we are asking all to be masked outdoors for activities. But for sports in which students are very wide apart such as running, it can be looked into with athletics. Member Garcia said she had a question on cross country running and so would like an answer on that. She also said she was glad to hear that vaccination clinics would be on-going. She asked how would students that are not returning be tracked down, including students returning from Afghanistan.*

*Member Rhodes said the fact that there is not a plan for the possibility that a school could shut down due to an outbreak is not an acceptable answer. He said we need to start looking at ways in which such a situation could be addressed, and in a way that would serve the needs of students, parents, and families, especially with equity in mind. He said that the first day of school for himself and his family was one of excitement. Regarding Capital City, he said parents that got there felt they got all the information they needed, but prior to that they felt they were not getting information.*

*8.2 Resolution No. 3220: Recognition of September 2021 as Attendance Awareness Month (Jennifer Kretschman)*

**Action**

*The resolution was presented by the following employees from the Department of Multi-Tiered Systems of Support (MTSS): Onniel Sanchez, Andrea Torres, and Monica Lopez-Larios.*

*Public Comment:  
Cyd Jaghory*

*Board Comments:*

*President Pritchett asked if students are excused without a doctor's note when they are quarantined due to COVID-19, and Mr. Sanchez said they are.*

*Second Vice President Woo motioned to approve this resolution, and Vice President Murawski seconded. The motion passed unanimously.*

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

**9.1 Early Literacy Support Block (ELSB) Grant Literacy Action Plans and Budget Expenditure Report (Jeannette Schroeder)**

**Action**

*ELA Coordinator Jeannette Schroeder presented. She gave an overview of the ELSB Grant and schools, goal of the grant, year one planning, an understanding of the grant action plans, strategies listed in the action plans, budget, reporting, and next steps for years 2 through 4.*

*Public Comment:  
None*

*Board Comments:*

*Member Garcia thanked Ms. Schroeder for the presentation and noted that exciting things will be happening due to this extra funding. She noted lack of professional development and assessment being available, however, and asked how is this going to be an opportunity for the District to learn from the great opportunities that are happening and how is it that it comes back to be either work that happens in the central office or policy decisions that need to be made in terms of future professional development for teachers. She also asked how this ties into the assessment piece. Ms. Schroeder spoke about the opportunity that this has been for her, the resources provided by the county, and said that the leadership teams are building the actions that will happen in the group. She said she agrees that the District needs common assessments. Member Garcia highlighted Ethel I. Baker Elementary School by saying that not only are they hiring a librarian but they are also bringing culturally relevant literature to their library.*

*Member Rhodes said this is an amazing thing to have for families and the school sites. He spoke to the process and the difficulties sometimes associated with change. He asked about literacy nights during COVID-19. Ms. Schroeder answered that they are planned, but she does not know if there are dates yet.*

*President Pritchett thanked Ms. Schroeder for the presentation and said this is an exciting opportunity for the students at the four sites involved.*



*Member Rhodes moved to approve this item, and Vice President Murawski seconded. The motion passed unanimously.*

*9.2 Revised Board Policy 5145.31 (Transgender and Gender Non-Conforming Students) (Raoul Bozio)*

**Action**

*In-House Counsel Raoul Bozio and Director of Student Support and Health Services Victoria Flores presented. They went over the revision of Board Policy 5145.31.*

*Public Comment:  
None*

*Board Comments:*

*Second Vice President Woo made a motion to approve this item, and Member Villa seconded. The item passed unanimously.*

**10.0 PUBLIC HEARING**

*10.1 Public Hearing: First Reading Board Policy 3580 (Records Retention) (Bob Lyons and Raoul Bozio)*

**First Reading**

*In-House Counsel Raoul Bozio and Chief Information Officer Bob Lyons presented. They went over the revision of Board Policy 3580.*

*Public Comment:  
None*

*Board Comments:*

*Vice President Murawski said that she appreciates it that this is being brought forward; she knows that many of our policies are out of date, so she appreciates the systematic effort in addressing them.*

**11.0 COMMUNICATIONS**

*11.1 Employee Organization Reports:*

**Information**

- *SCTA – David Fisher reported on behalf of SCTA; Mo Kashmiri made public comment*
- *SEIU – No report given*
- *TCS – No report given*

- *Teamsters – No report given*
- *UPE – No report given*

*11.2 District Advisory Committees:*

**Information**

- *Community Advisory Committee – Taylor Kayatta and Rose McAuliffe reported on behalf of the CAC*
- *District English Learner Advisory Committee – No report given*
- *Local Control Accountability Plan/Parent Advisory Committee – Sarah Williams Kingsley reported on behalf of LCAP/PAC; Terrence Gladney made public comment*
- *Student Advisory Council – No report given*
- *African American Advisory Board – No report given*

*11.3 Superintendent’s Report (Jorge A. Aguilar)*

**Information**

*Superintendent Aguilar said that attendance figures for today are still being analyzed, but it is estimated that well over 30,000 students attended. He spoke of the significance of this first day back in light of the pandemic and shared that he visited Ethel I. Baker, Pacific, Crocker/Riverside, and Tahoe Elementary Schools as well as Albert Einstein Middle School. He said he was excited to see students back again and feels strongly that the health and safety protocols in place that have taken countless hours to implement and design are those that will keep students safe and in person, hopefully for the rest of the academic year. Superintendent Aguilar said he hears the frustrations regarding independent study, has expressed that this will be discussed again, and wants to go beyond the minimum requirements of AB 130. He expressed gratitude to staff for making sure to meet the needs of all individual students. He also thanked partners at Sacramento County Department of Public Health for their guidance, especially in regard to New Joseph Bonnheim Elementary School.*

*11.4 President’s Report (Christina Pritchett)*

**Information**

*No report given.*

*11.5 Student Member Report (Jacqueline Zhang)*

**Information**

*Student Member Zhang presented observations made by herself and the Student Advisory Council (SAC) on the first day of school as follows:*

*West Campus High School – masks were worn correctly by a majority of students; screening did happen but did not include questions; during lunch many students gathered together so social distancing was bad and there*

*was not much enforcement on the part of the teachers; lines were not socially distanced; there were no drinking fountains or other water source available; sinks are open in bathrooms and there are posters about masks and hygiene; doors and windows were open for ventilation; there is a glass wall between staff and students at the front desk; hand sanitizer is available in every classroom; the cafeteria is closed which cause crowding in other parts of the campus*

*Rosemont High School – students were not allowed to go into the cafeteria; restrooms were closed for half the day at the first part of school which also caused many crowds in the quad; masks were worn correctly by a majority of students, however walking guidelines are not being followed or enforced; there was no screening or temperature checking in any entrance; the women’s bathroom had no lock, no toilet paper, and the line was long; there was no hand sanitizer in the school visible; the front gate was crowded after school, and many students took off their mask and gathered in big groups; buses were limited to 15 students per bus; water was not available except for purchase from vending machines which also caused a lot of crowding; windows were not opened, and air conditioning did not work in some classes*

*McClatchy High School – masks were worn correctly, but some students pulled them down during passing periods; there was no screening at any entrance; classrooms and some quads were closed therefore some areas of the school were crowded with no social distancing; teachers kept some of their doors open for ventilation; students did not wear masks during lunch period even when they were not eating, and students also did not wear masks after school*

*John F. Kennedy High School – masks were worn by a majority of students, but there were some students who wore them incorrectly, and some took them off when they left campus; water fountains were closed and water bottles were not available; bathrooms were clean and had supplies such as soap, paper towels, and seat covers; class are fully packed, stairs are crowded and the one way signs were not followed by students; hand sanitizer was available; there was no screening or temperature checks at any entrance; campus was very crowded; Student Member Zhang was told by a teacher that clothe masks were available, but it has not been publicized*

*New Technology High School – hand sanitizer was available in every room; bathrooms are only available for two students at the same time; a majority of Sophomores and Juniors were quarantined because they refused to test for COVID-19, and Freshmen students refused to wear a mask because they believe COVID-19 is fake which cause a lot of frustration for the SAC members; Seniors wore their masks correctly*

*From these observations, Student Member Zhang and the SAC members notice that the major concerns are that guidelines are not being followed*

*and/or enforced, there is lack of screening at entrances, and there is a lack of information given to students regarding chrome books or lockers, and also social distancing is not being enforced.*

*Student Member Zhang then reported on the SAC initiatives for the 2021-22 school year as follows: sex education, counselor communications, college prep accessibility, and mental health resources.*

*11.6 Information Sharing By Board Members*

**Information**

*Member Phillips said that she appreciates the in-depth detail given by Student Board Member Zhang in her report.*

**12.0 CONSENT AGENDA**

**Action**

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

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

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

*12.1b Approve Personnel Transactions (Cancy McArn)*

*12.1c Approve Resolution No. 3219: Authorizing Delegation of Power to Contract to Include Adrian Vargas and Lisa Allen (Rose Ramos)*

*12.1d Approve Donations to the District for the Period of June 1 – July 31, 2021 (Rose Ramos)*

*12.1e Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the Period of June 1 – July 31, 2021 (Rose Ramos)*

*12.1f Approve Resolution No. 3221: Resolution of Intention to Convey Utility Easement Entitlements to the Sacramento Municipal Utilities District for Transportation Services (Nathaniel Browning)*

*12.1g Approve Request to Add a New Council on Occupational Education Program Manufacturing Technician to CTE Programs at Charles A. Jones Career and Education Center (Christine Baeta)*

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

### **13.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS**

**Receive Information**

#### *13.1 Business and Financial Information:*

- *Purchase Order for the Period of June 1, 2021, through July 31, 2021 (Rose Ramos)*

*The Business and Financial Information/Report was received by President Pritchett.*

### **14.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ *September 16, 2021 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting*
- ✓ *October 7, 2021 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting*

*Vice President Murawski motioned to extend the meeting to 11:15 p.m., and Member Garcia seconded. The motion passed to extend.*

### **15.0 ADJOURNMENT**

*The Board adjourned back into Closed Session at 10:18 p.m. Upon returning to Open Session, President Pritchett asked for a motion to adjourn the meeting; a motion was made by Second Vice President Woo and seconded by Member Villa. The motion was passed unanimously, and the meeting adjourned at 11:46 p.m. There were no announcements out of Closed Session.*

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*Jorge A. Aguilar, Superintendent and Board Secretary*

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



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1d

**Meeting Date:** October 7, 2021

**Subject:** Approve Minutes of the September 8, 2021, Board of Education Special Meeting

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

**Division:** Superintendent's Office

**Recommendation:** Approve Minutes of the September 8, 2021, Board of Education Special Meeting.

**Background/Rationale:** None

**Financial Considerations:** None

**LCAP Goal(s):** Family and Community Empowerment

**Documents Attached:**

1. Minutes of the September 8, 2021, Board of Education Special Meeting

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



Putting  
Children  
First

# Sacramento City Unified School District BOARD OF EDUCATION SPECIAL MEETING

## Board of Education Members

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

Wednesday, September 8, 2021

5:30 p.m.

Serna Center

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

## **MINUTES** 2021/22-7

### **1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL**

The meeting was called to order at 5:33 p.m. by Vice President Murawski, and roll was taken.

#### *Members Present:*

Vice President Lisa Murawski  
Second Vice President Darrel Woo  
Chinua Rhodes  
Jamee Villa  
Lavinia Grace Phillips

#### *Members Absent:*

Leticia Garcia (arrived during Closed Session)  
President Christina Pritchett  
Student Member Jacqueline Zhang

### **2.0 PUBLIC COMMENT FOR AGENDA ITEMS ONLY**

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

Public comment may be (1) emailed to [publiccomment@scusd.edu](mailto:publiccomment@scusd.edu); or (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/SCUSDcommentsspecialSept8>; or (3) using the same URL, submitting a request for oral comment. **Regardless of the method by which public comment is submitted, the submission deadline shall be no later than noon, September 8.** Individual public comment shall be presented to the Board orally for no more than two minutes, or other time determined by the Board on each agenda item. Public comments submitted in writing will not be read aloud, but will be provided to the Board in advance of the meeting and posted on the District's website. The Board shall limit the total time for public comment on each agenda item, including communications and organizational reports, to 15 minutes in length. With Board consent, the President may

*increase or decrease the length of time allowed for public comment, depending on the agenda item and the number of public comments.*

### **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 Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (One Potential Case)*

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

*Public Comment:  
Rosita L.*

### **4.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES**

*4.1 Facilities Master Plan Update  
(Rose Ramos)*

**Information**

*Chief Business Officer Rose Ramos, Assistant Superintendent of Facilities Ron Hickey, and Leigh Sata presented. Representatives from the DLR Group were available for questions. They went over the facility master plan, methodology, assessments and facility condition index (FCI), educational assessments, the four principles of core planning group, equity index, and criteria to establish priorities.*

*Public Comment:  
Mo Kashmiri  
Wendy Reynolds*

*Board Comments:*

*Member Phillips asked to clarify that legacy projects are vision projects. Mr. Hickey said they are different, and he gave examples.*

*Second Vice President Woo asked where John F. Kennedy High School field repair falls within the context of the plan. Mr. Hickey said the list has not yet been developed, but said that fields with holes and tunnels would fall under safety, and so would have appropriate priority.*

*Member Garcia asked if the legacy projects discussion, depending on the assumption that the District finds savings or brings in additional revenue, comes back to the Board to figure out what is considered a legacy project. She also asked how the legacy projects are prioritized. Mr. Hickey said nothing would be done in isolation of the Board. Member Garcia said she is trying to find an element of fairness, while at the same time committing to equity. She asked for clarity on the type A, must-do projects*



*versus vision projects. Mr. Sata explained how some criteria applies to all schools and some applies to certain schools, as well as the impact of various funding. Member Garcia clarified that the A-1 projects are the highest priority based on condition of the facility. Mr. Sata said that there are two types of projects, those that depend on the condition and those related to equity indicators. Mr. Hickey gave an example using Sutter Middle School. Member Garcia asked how school capacity plays into the planning for sites that are at capacity yet have additional high demand. Mr. Hickey spoke about the value of a school to a community and said that improving facilities in the neighborhoods where families reside may have an impact on schools that are at full capacity. Mr. Sata added that once schools are modernized he feels it will encourage communities to flourish. Ms. Ramos reminded that the District does have a very high transfer rate, and that student transfer rates hurt certain neighborhoods, as was covered in the presentation. Member Garcia said it would be helpful to hear if it is possible to use some of the one-time funds such as CARES dollars to address some site needs. Member Garcia then asked where Hiram Johnson High School, that needs a baseball field and football field completed, would fall within the planning. Mr. Sata replied that the school does have a high amount allocated and that staff would go through a sorting process to assess and prioritize. Lastly Member Garcia reminded that one percent is to be set aside for early education classrooms, per a prior resolution.*

*Member Phillips asked how the dollars fit into areas that do not have a middle school or high school, as she does not have either in her trustee area. Mr. Hickey answered that there would have to be an assessment made to suggest that we are eligible to build a middle school or high school in any part of the District. Also, he noted that the District has capacity for 68,000 students, and therefore we would be hard pressed to qualify at the state level to receive approval to build a new middle or high school anywhere in the District. Member Phillips asked if the District should then think about not being an open enrollment District.*

*Vice President Murawski asked what the current investment pattern of the District looks like and reflects. Ms. Ramos said she can provide past expenditures, but also she can see that, in terms of schools that are rising to the top in terms of need, it is pretty apparent that there has been more investment in facilities modernization in certain parts of the District. She said data is available and that she would put it together so that it can be provided by area and school site. Vice President Murawski said that she was thinking about not only bond dollars allocated in the past but also about where we are starting from in terms of the condition of facilities overall. She noted that although her schools are in more high income areas, the schools are old and appear to be not in the best shape. She said she feels it is important for the community to understand where we have invested and where fallen short.*

*Member Rhodes said he enjoyed reading through the document and feels it is great as a tool to use to make changes in the trustee areas, not only for the District but as a system. He also spoke about the importance of allowing community member voices to be heard.*

*Vice President Murawski asked for clarity on the next step. Her understanding is that the plan includes not only the assessments but also a prioritization methodology that ends up in a list of projects that would all be approved as a package; then the board*

would weigh in on the priority order of where they put the projects. Mr. Sata replied that the intent is actually to approve the tool, assessments, and all the things that go into making that tool; the board is not approving the specific projects that will launch first as those are going to come back with a project initiation form so that they can be approved and the board can have the appropriate dialogue on an on-going basis. Ms. Ramos added that in approving the tool, the assessments are very specific, so by approving the plan, the board is approving the tools. Vice President Murawski asked if the board is approving, along with the plan, a list of projects. Mr. Sata responded by expounding on what Ms. Ramos said and also said no, the Board will have choices but is not approving a list of projects as the staff will have flexibility. Mr. Hickey said the Facilities Master Plan is a tool that staff needs to be able to create a list. Vice President Murawski asked if there will be an opportunity for the Board to add to the list. Mr. Hickey spoke to the equity and safety lense that will be applied. Vice President Murawski asked that, when this is brought back to the Board, it be very clear on what the Board is voting. She also noted that she does not see a link to the plan on the District website. Mr. Sata said a website is developed but it is still under password protection that was shared with the Board at the last meeting, but will be shared again. He said it is to be made a live document after Board input.

Member Phillips asked if the purpose of this particular product is to provide a calculation to make sure that the neediest needs of the schools are met. The presenters responded yes. Member Phillips said it could come down to a battle between the haves and the have-nots, and she believes that what Vice President Murawski is saying is that we need to have more community input regarding what needs are most urgent, as people know firsthand what is most needed at their particular school site. She asked if the input will happen after the tool generates the list. She asked if the Board will have a discussion about approving this as a packet after the list comes to the Board. She wants to make sure that the list will be one that is not changeable. Mr. Sata said the team will bring forward more than one list as there is not enough staff to complete all projects at one time.

Member Rhodes asked how many District stakeholder groups were part of the formation of the document, and is it aligned with the LCAP due to those meetings and conversations. Anton Blewett of the DLR Group answered by citing student groups that they spoke to associated with the LCAP and other core planning groups, and others from a wide cross section.

## **5.0 ADJOURNMENT**

Vice President Murawski asked for a motion to adjourn the meeting; a motion was made by Member Garcia and seconded by Second Vice President Woo. The motion was passed unanimously, and the meeting adjourned at 8:59 p.m.

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*Jorge A. Aguilar, Superintendent and Board Secretary*

*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 24 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 24 hours in advance of the meeting and relating to an open session item are available for public inspection at 5735 47<sup>th</sup> Avenue at the Front Desk Counter and on the District's website at [www.scusd.edu](http://www.scusd.edu)*



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1

**Meeting Date:** October 7, 2021

**Subject:** Receive Initial Proposal from Service Employees International Union, Local 1021 (SEIU) on 2020-2023 Successor Contract Negotiations

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

**Recommendation:** Receive Initial Proposal from SEIU on upcoming contract renewal negotiations.

**Background/Rationale:** Under the Educational Employment Relations Act (EERA), the District and employee organizations shall publicly present their initial proposals related to collective bargaining, which shall thereafter be public records (Government Code § 3547).

**Financial Considerations:** TBD

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

**Documents Attached:**

1. Initial Sunshine Proposal

|   |
|---|
| <p><b>Estimated Time of Presentation:</b> N/A<br/><b>Submitted by:</b> Raoul Bozio, In House Counsel<br/><b>Approved by:</b> Jorge A. Aguilar, Superintendent</p> |
|---|



**Joseph Bryant**  
President

**Mary Duncan**  
Secretary

**Amos Eaton**  
Treasurer

**Jennifer Esteen**  
VP of Organizing

**Ramses Teon-Nichols**  
VP of Politics

**Sandra Lewis**  
VP of Representation

**Akbar Bibb**  
VP Region A (North Central)

**Mary Sandberg**  
VP Region B (North Coast)

**Yeon Park**  
VP Region C (East Bay)

**Theresa Rutherford**  
VP Region D (San Francisco)

**Marcus Williams**  
VP Region E  
(Amador/Calaveras/San  
Joaquin)

**Executive Board**

Pete Albert  
Tazamisha Alexander  
John Arantes  
Tula Biederman  
Derrick Boutte  
Lorraine Bowser  
Monique Chaney-Williams  
Felipe Cuevas  
Evelyn Curiel  
Sasha Cuttler  
Nathan Dahl  
Brandon Dawkins  
Karla Faucett  
Geneva Haines  
Dellfinia Hardy  
Cynthia Landry  
Todd Nosanow  
Harold Powell  
Mercedes Riggelman  
Sandy Sigala  
Robert Taylor  
Richard Thoel  
Taffie Walter  
Angel Valdez  
Sandra Wall  
Jim Wise

**Executive Board & Budget &  
Finance Committee**

Travis Balzarini  
Rhea Davis  
Tina Diep  
Elizabeth Harrison  
Cheryl Hicks  
Julie Meyers  
Tom Popenuck  
Lexia Nita

September 17<sup>th</sup>, 2021

Shawn Hadnot  
SCUSD Employee Relations Director II  
5735 47<sup>th</sup> Ave  
Sacramento, CA 95824  
[Shawn-Hadnot@Scusd.edu](mailto:Shawn-Hadnot@Scusd.edu)

SENT BY US MAIL & EMAIL

**RE: Sunshine Letter**

Hello Mr. Hadnot,

In accordance with the Collective Bargaining Agreement between the Service Employees International Union (SEIU) 1021 and the Sacramento City Unified School District (SCUSD), this letter serves as official notice of the Union's interest to open the contract agreement between SEIU and SCUSD for upcoming contract renewal negotiations.

SEIU Local 1021 is willing to meet and confer and bargain in good faith wages, benefits and terms and conditions of employment for bargaining unit members of the Sacramento City Unified School District.

SEIU Local 1021 proposes to open and negotiate all items in the Collective Bargaining Agreement including all Articles, Appendices, and Table of Contents. SEIU will submit additional proposals at a later date, and will reserve the right to amend, modify, or change its proposals.

Please sunshine this letter as per our request for full contact negotiations no later than September 30<sup>th</sup>, 2021.

As you know, we have discussed Tuesday afternoons as a mutually agreeable day for potential negotiations. Please contact me at your earliest convenience to arrange and confirm mutually suitable negotiating dates(s), time(s), and place(s). I can be reached at 559-260-8988 or at [mo.kashmiri@seiu1021.org](mailto:mo.kashmiri@seiu1021.org).

Sincerely,

Mo Kashmiri  
SEIU 1021 Field Representative