



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 16, 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)

## AGENDA

2021/22-8

*Allotted Time*

4:30 p.m.    **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.**

**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/SCUSDcommentSeptember16>; 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 16. 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.**

### **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 54956.8—Conference with Real Property Negotiators:  
Property: Old Marshall  
Agency Negotiator: Superintendent or designee  
Negotiating Parties: SCUSD and Mogavardis  
Under Negotiation: Price and Terms*
- 3.5 *Government Code 54957 – Public Employee Appointment  
a) Instructional Assistant Superintendent  
b) Instructional Assistant Superintendent  
c) Principal, Caleb Greenwood Elementary School*
- 3.6 *Government Code 54957.6 (a) and (b) Negotiations/Conference with Labor Negotiator, Non-Represented Employee: Superintendent (District Representative: Board President)*

6:30 p.m. **4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE**

- 4.1 *The Pledge of Allegiance*
- 4.2 *Broadcast Statement*
- 4.3 *Stellar Student – Paris Reyes, an 8<sup>th</sup> Grade student from Sam Brannan Middle School, to be introduced by Vice President Murawski*

6:40 p.m. **5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

6:45 p.m. **6.0 AGENDA ADOPTION**

6:50 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/SCUSDcommentSeptember16>; 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 16 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.

7:05 p.m. 8.0 SPECIAL PRESENTATION

8.1 Resolution No. 3224: Recognition of National Hispanic Heritage Month (Olga Simms)

**Action**

3 minute presentation  
3 minute discussion  
**Roll Call Vote**

8.2 Resolution No. 3227: College Savings Accounts (CSAs) (Christina Espinosa)

**Action**

3 minute presentation  
3 minute discussion  
**Roll Call Vote**

8.3 Resolution No. 3226: Recognition of National Suicide Prevention Month (Victoria Flores)

**Action**

3 minute presentation  
3 minute discussion  
**Roll Call Vote**

8.4 COVID-19 Vaccinations and Testing (Victoria Flores)

**Information**

20 minute presentation  
25 minute discussion

9.0 COMMUNICATIONS

8:08 p.m. 9.1 Employee Organization Reports:

**Information**

15 minutes

- SCTA

10.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

8:23 p.m. 10.1 2020-2021 Year End Financial Unaudited Actuals and FCMAT Update (Rose Ramos) **Action**  
5 minute presentation  
10 minute discussion  
**Roll Call Vote**

8:38 p.m. 10.2 Bond Oversight Committee Measures Q and R Annual Report 2020-2021 (Rose Ramos) **Information**  
10 minute presentation  
10 minute discussion

## **11.0 PUBLIC HEARING**

8:58 p.m. 11.1 Public Hearing: Second Reading of Revised Board Policy 3580 (District Records) (Bob Lyons and Raoul Bozio) **Action**  
5 minute presentation  
5 minute discussion  
**Roll Call Vote**

9:08 p.m. 11.2 Public Hearing: Resolution No. 3221: Resolution of Intention to Convey Utility Easement Entitlements to the Sacramento Municipal Utilities District for Transportation Services (Nathaniel Browning) **Conference/Action**  
5 minute presentation  
5 minute discussion  
**Roll Call Vote**

9:18 p.m. 12.0 **CONSENT AGENDA** **Action**  
2 minutes  
**(Roll Call Vote)**

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

### 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. 3222: Estimate Gann Appropriation Limitation for 2021-22 and Gann Amendment Calculation for 2020-21 (Rose Ramos)

12.1d Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the Period of August 1 – August 31, 2021 (Rose Ramos)

12.1e Approve Joint Venture and License Agreement Between Sacramento City Unified School District and La Familia Counseling Center, Inc. (Rose Ramos)

12.1f Approve Minutes of the August 19, 2021, Board of Education Meeting (Jorge A. Aguilar)

12.1g Approve Minutes of the August 23, 2021, Special Board of Education Meeting (Jorge A. Aguilar)

12.1h Approve Minutes of the August 27, 2021, Special Board of Education Meeting (Jorge A. Aguilar)

12.1i Approve Resolution No. 3223: Resolution to Convey Utility Easement Entitlements to the Sacramento Municipal Utilities District for Transportation Services (Nathaniel Browning)

12.1j Approve Memorandum of Understanding Between the City of Sacramento and Sacramento City Unified School District for the Joint Use of Susan B. Anthony Field as a Park During Non-School Hours (Nathaniel Browning)

9:20 p.m. **13.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS** **Receive Information**

13.1 Business and Financial Information:

- Purchase Order for the Period of August 1, 2021, through August 31, 2021 (Rose Ramos)
- Enrollment and Attendance Report for Month 9 Ending May 21, 2021
- Enrollment and Attendance Report for Month 10 Ending June 18, 2021

9:23 p.m. **14.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ 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
- ✓ 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

9:25 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:** September 16, 2021

**Subject:** Resolution No. 3224: Recognition of National Hispanic Heritage 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. 3224: Recognition of National Hispanic Heritage Month

**Background/Rationale:** The SCUSD Board of Education recognizes the positive influences Hispanics have on the country and in the community through their strong commitment to family, faith, hard work, and service, and commends the many local community organizations that support their progress, enrich their culture, and celebrate the multiethnic and multicultural customs of the Hispanic communities. September 15 through October 15, 2021 is National Hispanic Heritage Month, the District recognizes the contributions of local Hispanic leaders, District staff, students and their families.

**Financial Considerations:** N/A

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

**Documents Attached:**

1. Resolution No. 3224

<p><b>Submitted by:</b> Olga Simms, Director, Multilingual <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION**

**RESOLUTION NO. 3224**

**Recognition of National Hispanic Heritage Month**

**WHEREAS**, the Sacramento City Unified School District (SCUSD) takes great pride in joining citizens throughout the country in recognizing National Hispanic Heritage Month and honoring the historical and present contributions of Hispanic Americans; and

**WHEREAS**, the first National Hispanic Heritage Month originated in 1968, and begins on September 15 to coincide with the anniversary of independence of five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, México, Chile and Belize also celebrate their independence days during this period; and

**WHEREAS**, the 2021 theme for National Hispanic Heritage Month “Esperanza: A Celebration of Hispanic Heritage and Hope,” invites us to celebrate Hispanic heritage and to reflect on how great tomorrow can be if we hold on to resilience and hope; and

**WHEREAS**, SCUSD serves more than 17,000 Hispanic students or about 40 percent of the student population; and

**WHEREAS**, 262 students have received the Spanish Language Seal of Biliteracy through the Multilingual Literacy Department in SCUSD in the 2020-21 school year; and

**WHEREAS**, SCUSD is committed to improving the academic and social-emotional outcomes for English language learners and all students in the district; and

**WHEREAS**, Hispanic Americans have made profound contributions and continue to make advances in our community, state, and the world, including education, medicine, art, culture, public service, economics and development, human rights, and politics; and

**WHEREAS**, the SCUSD Board of Education recognizes the positive influences Hispanics have on our country and in our community through their strong commitment to family, faith, hard work, and service, and commends the many local community organizations that support their progress, enrich their culture, and celebrate the multiethnic and multicultural customs of the Hispanic communities.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sacramento City Unified Board of Education declares September 15 through October 15, 2021 as National Hispanic Heritage Month, recognizes the contributions of local Hispanic leaders, District staff, students and their families.

**BE IT FURTHER RESOLVED**, that appropriate classroom activities take place that illustrate the value, role, and contributions of Hispanics to the local and national economies, culture, and identity.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 16th day of September 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# 8.2

**Meeting Date:** September 16, 2021

**Subject:** Resolution No. 3227: College Savings Accounts (CSAs)

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

**Division:** Continuous Improvement and Accountability

**Recommendation:** The recommendation is to adopt a resolution making September College Savings Accounts Month

**Background/Rationale:** Scholarshare 529 is a state agency that promotes the opening of college savings accounts for families with specified eligibility requirements and matching benefits. This program sunsets Dec. 2021. In addition, the 2021-22 Budget Act includes ongoing funds to set up accounts for students. The CA Treasurer's Office is still working on the 2022-23 roll out of CalKids. Per EdSource, \$1.9 billion, with all but \$100 million in federal funding, to provide \$500 college savings accounts for every low-income California student in first through 12th grade in 2021-22. This was one of Newsom's priorities. The accounts will grow to \$1,000 per student for homeless or foster youth. After 2021-22, the state will provide \$170 million annually from the general fund to create a college savings account for every low-income first grader.

**Financial Considerations:** N/A

**LCAP Goal(s):** College and Career Readiness

**Documents Attached:**

1. Resolution No. 3227 – to be provided Monday, September 13, 2021

<p><b>Estimated Time of Presentation:</b> 3 Minutes <b>Submitted by:</b> Lisa Allen, Deputy Superintendent and Christina Espinosa, Director, College and Career Readiness <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.3

**Meeting Date:** September 16, 2021

**Subject:** Resolution No. 3226: Recognition of National Suicide Prevention 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. 3226: Recognition of National Suicide Prevention Month

**Background/Rationale:** This year, in support of National Suicide Prevention Awareness Week, World Suicide Prevention Day and National Recovery Month, all held in September, we are encouraging a special focus on the intersection between suicide prevention, alcohol and drug use and efforts that foster resilience and recovery for our students and our community. The District's Student Support & Health Services team is dedicated to promoting and providing suicide prevention awareness, education and interventions designed to build resiliency, create safety, and find hope.

**Financial Considerations:** N/A

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

**Documents Attached:**

1. Resolution No. 3226

<p><b>Submitted by:</b> Cancy McArn, Chief Human Resources Officer <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION**

**RESOLUTION NO. 3226**

**Recognition of National Suicide Prevention Month**

**WHEREAS**, the Sacramento City Unified School District recognizes that suicide is a leading cause of death among youth and supports actions in preventing suicidal attempts, and deaths; and

**WHEREAS**, the week of September 5-11, 2021 is National Suicide Prevention Week, and September 2021 is National Recovery Month, when millions of people around the world join their voices to share a message of hope and healing; and

**WHEREAS**, these observances are united in raising awareness that prevention is possible; treatment is effective; and people do recover; and

**WHEREAS**, in these challenging times messages of hope and healing are more needed than ever; and

**WHEREAS**, a recent youth survey by Sacramento cities RISE found that 65% of youth reported not knowing where to get help even if they were willing to seek it out; and

**WHEREAS**, the recent California Healthy Kids Survey of SCUSD students indicated that on average 1 in 5 students has considered suicide in the past 12 months; and

**WHEREAS**, a recent study in the American Medical Association journal JAMA Network Open found that with the COVID-19 pandemic and social distancing, nearly a quarter of people in the United States are experiencing symptoms of depression, three times as much as before the pandemic; and

**WHEREAS**, Sacramento residents should be able to easily access high quality and culturally relevant prevention, support, rehabilitation, and treatment services that lead to recovery and a healthy lifestyle; and

**WHEREAS**, every day in Sacramento people enter treatment into behavioral health services and community supports and begin the road to wellness and recovery; and

**WHEREAS**, resiliency begins early in life within families, day cares, and schools, and can be strengthened and reinforced throughout the life span; and

**WHEREAS**, recovery and wellness encompass the whole individual, including mind, body, spirit, culture and community; and

**WHEREAS**, striving for Zero, California's Strategic Plan for Suicide Prevention urges all Californians to play a role in suicide prevention and promoting health and wellness; and

**WHEREAS**, the benefits of preventing and overcoming mental health challenges, suicide attempts and loss, and substance abuse are significant and valuable to individuals, families, and our community at large; and

**WHEREAS**, it is essential that we educate our community about suicide, mental health and substance abuse problems and the ways they affect all people in the community; and

**WHEREAS**, we must encourage friends, family, co-workers, and providers to recognize the signs of a problem, and guide those in need to appropriate services and supports - as friends and social media are key sources of information for young people; and

**WHEREAS**, the SCUSD Student Support & Health Services team is dedicated to promoting and providing suicide prevention awareness, education and interventions designed to build resiliency, create safety, and find hope.

**NOW, THEREFORE, BE IT RESOLVED** that the Sacramento City Unified School District Board of Education proclaims the month of September 2021 is Suicide Prevention and Recovery Month: "Finding Hope, Building Resiliency, Supporting Recovery."

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 16th day of September 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:** September 16, 2021

**Subject:** COVID-19 Vaccinations and Testing

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

**Division:** Student Support and Health Services

**Recommendation:** N/A

**Background/Rationale:** The purpose of this item is to provide an overview of the process and status of the District’s mandated vaccinations and/or weekly testing requirements for staff per the California Department of Public Health’s Order dated August 11, 2021.

The additional purpose of this item is to provide the factors and information to consider for potentially requiring COVID-19 vaccinations and/or regular periodic testing for eligible students.

**Financial Considerations:** Potential costs include monitoring and enforcing vaccinations and/or testing to ensure compliance with requirements. Any exclusion of eligible students for failure to comply with requirements and potential use of Independent Study could result in loss of ADA funding.

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

**Documents Attached:**

1. N/A

**Estimated Time of Presentation:** 15 Minutes  
**Submitted by:** Victoria Flores, Director III, Student Support and Health Services  
**Approved by:** Jorge A. Aguilar, Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1

**Meeting Date:** September 16, 2021

**Subject:** 2020-21 Year End Financial Unaudited Actuals and FCMAT Update

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

**Division:** Business Services

**Recommendation:** Approve the 2020-21 Year End Financial Report Unaudited Actuals

**Background/Rationale:** At the close of each fiscal year, school districts must complete a financial report. This unaudited financial report is filed with the county superintendent, provided to the auditors as the basis of their annual financial audit, and subsequently filed with the state. The 2020-21 Year End Financial Report includes a summary by fund of revenues and expenditures for the period beginning July 1, 2020, and ending June 30, 2021.

**Financial Considerations:** District revenue and expenditures for the 2020-21 fiscal year are reported each year and are part of the responsibilities of the Business Services Division. No additional expenses will be incurred nor will any additional revenue be received.

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

**Documents Attached:**

1. Executive Summary
2. FCMAT Fiscal Health Risk Analysis Update
3. The 2020-21 Year End Financial Report

<p><b>Estimated Time of Presentation:</b> N / A <b>Submitted by:</b> Rose Ramos, Chief Business and Operations Officer <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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# Board of Education Executive Summary

## Business Services

Approve 2020-21 Unaudited Actuals (Year End Financial Report)

September 16, 2021

### I. OVERVIEW/HISTORY:

Per Education Code 42100(a), the governing board of each school district shall approve an annual statement of all receipts and expenditures of the district for the preceding fiscal year. The unaudited actuals financial report represents the financial position and results of operations of the Sacramento City Unified School District for the fiscal year of 2020-21.

The 2020-21 unaudited actuals represent the actual revenues, expenditures and ending fund balance for all the District's funds for the fiscal year ended June 30, 2021.

### II. Driving Governance:

Per Education Code Section 42100 (b), on or before September 15, the governing board of each school district shall approve, in a format prescribed by the Superintendent of Public Instruction, an annual statement of all receipts and expenditures of the district for the preceding fiscal year and shall file the statement, along with the statement received pursuant to subdivision (b), with the county superintendent of schools. On or before October 15, the county superintendent of schools shall verify the mathematical accuracy of the statements and shall transmit a copy to the Superintendent of Public Instruction.”

### III. Budget:

The 2020-21 Year-End Financial Report recognizes additional revenue and expenses per Education Code section 42601 and Sacramento City Board Policy 3110 that allow the Superintendent and/or designee to make any necessary budget revisions at year-end to permit payment of obligations. All expenditures were supported by available district funds.

### IV. Goals, Objectives and Measures:

Follow the timeline and financial planning calendar for submitting and adopting interim and annual financial reports, take action on all necessary budget adjustments and reductions. Continue to improve the budget development process to comply with Local Control Accountability Plan (LCAP).

### V. Major Initiatives:

- Present the 2020-21 Unaudited Actuals (Year End Financial Report) to the Board for consideration and approval
- Use the 2020-21 Year End Financial Report to guide budget development
- Continue to work with the Fiscal Advisor assigned by the Sacramento County Superintendent of Schools

## **Board of Education Executive Summary**

### **Business Services**

Approve 2020-21 Unaudited Actuals (Year End Financial Report)

September 16, 2021

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#### **VI. Results:**

The Unaudited Actuals are filed with the County Superintendent by September 15<sup>th</sup>. The 2020-21 Unaudited Actuals will be presented by staff at the September 16<sup>th</sup>, 2021 Board meeting.

#### **VII. Lessons Learned/Next Steps:**

- Adhere to budget timelines throughout the fiscal year.
- Observe trends and prepare for significant events in the budgeting process.
- Continue to monitor State budget and its impact on District finances.
- The District will present a revised 2021-22 Adopted Budget at the October 7, 2021 Board Meeting. This revised budget will reflect updated revenues and expenditures that will include carryover funds from the 2020-21 year end closing process.





# Board of Education Executive Summary

## Business Services

Approve 2020-21 Unaudited Actuals (Year End Financial Report)

September 16, 2021

**Sacramento City Unified School District  
2020-21 Unaudited Actuals  
General Fund**

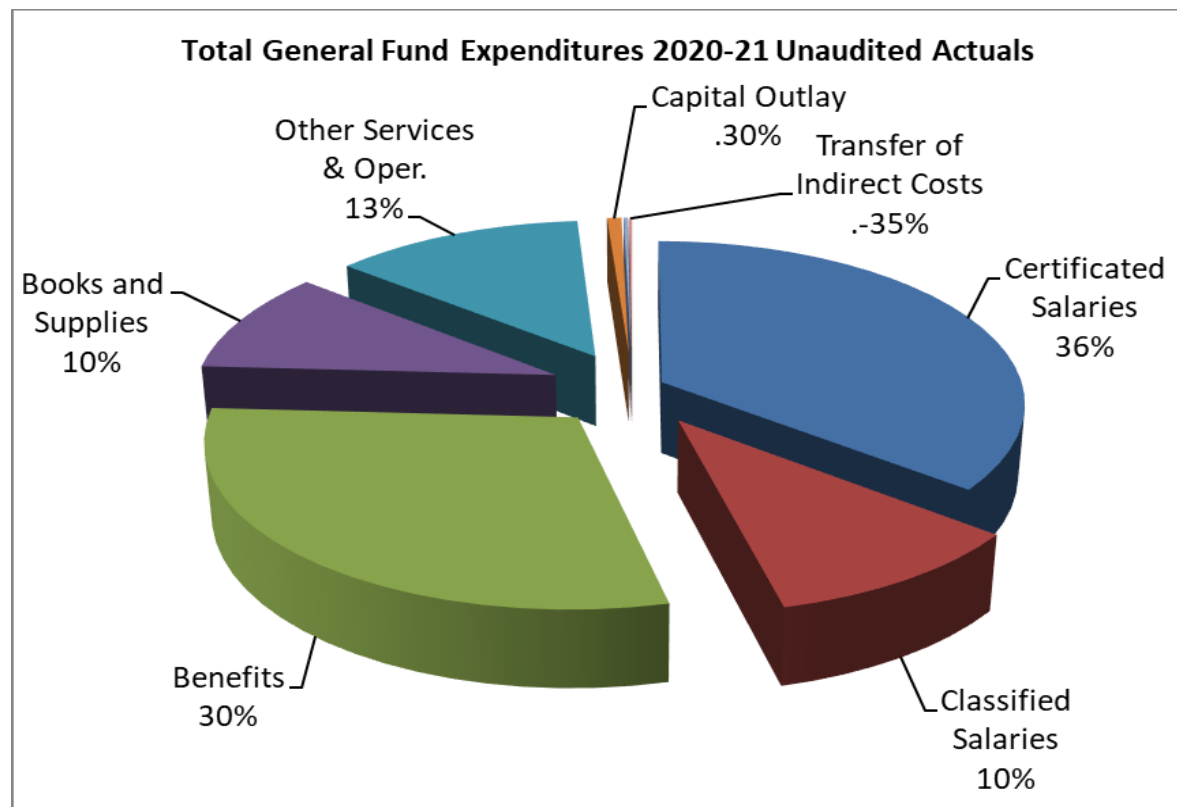
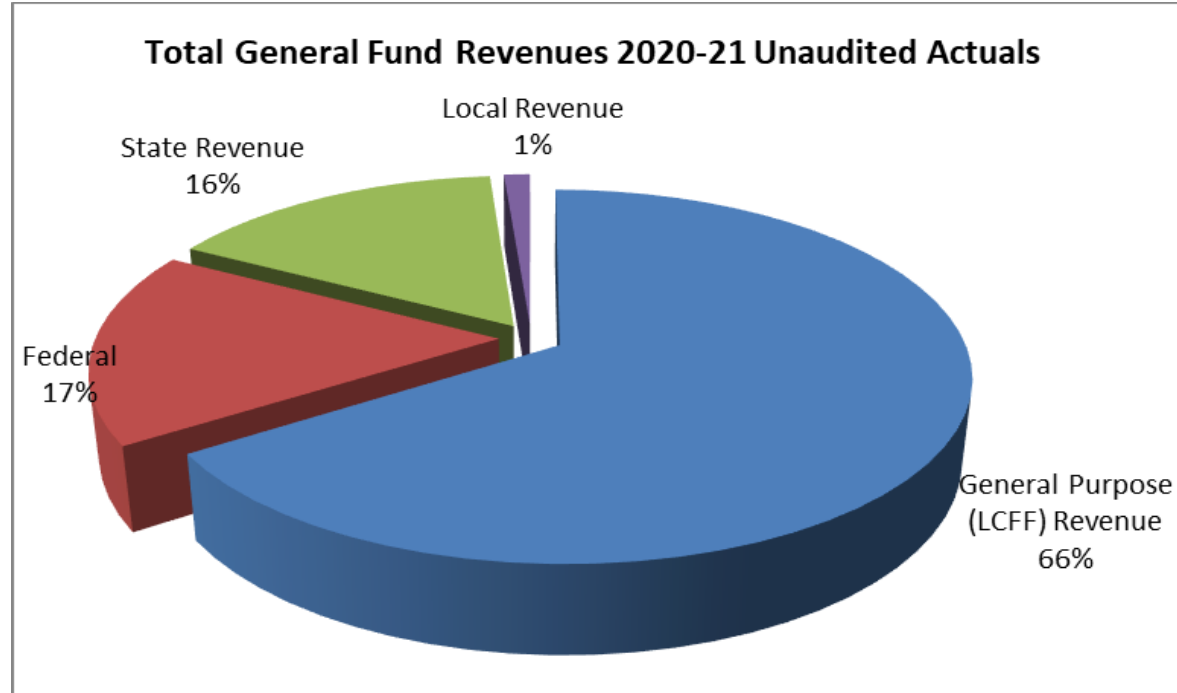
Description	General Fund		
	Unrestricted	Restricted	Total
<b>REVENUES</b>			
General Purpose (LCFF) Revenues:			
State Aid & EPA	307,114,047	2,146,372	309,260,419
Property Taxes & Misc. Local	103,422,317	-	103,422,317
Total General Purpose	410,536,364	2,146,372	412,682,736
Federal Revenues	308,265	106,543,983	106,852,248
Other State Revenues	8,351,756	91,194,176	99,545,932
Other Local Revenues	6,304,880	1,366,384	7,671,264
<b>TOTAL - REVENUES</b>	<b>425,501,264</b>	<b>201,250,916</b>	<b>626,752,180</b>
<b>EXPENDITURES</b>			
Certificated Salaries	158,168,436	55,177,223	213,345,659
Classified Salaries	35,460,712	27,023,596	62,484,308
Employee Benefits (All)	107,972,439	69,034,638	177,007,077
Books & Supplies	8,304,755	52,266,840	60,571,595
Other Operating Expenses (Services)	21,703,778	54,832,501	76,536,279
Capital Outlay	137,149	4,286,153	4,423,302
Other Outgo	1,276,082	-	1,276,082
Direct Support/Indirect Costs	(5,905,388)	4,893,254	(1,012,134)
<b>TOTAL - EXPENDITURES</b>	<b>327,117,964</b>	<b>267,514,204</b>	<b>594,632,168</b>
<b>EXCESS (DEFICIENCY)</b>	<b>98,383,300</b>	<b>(66,263,289)</b>	<b>32,120,012</b>
<b>OTHER SOURCES/USES</b>			
Transfers In	2,169,080	-	2,169,080
Transfers (Out)	(1,430,985)	-	(1,430,985)
Net Other Sources (Uses)		-	-
Contributions (to Restricted Programs)	(80,112,384)	80,112,384	-
<b>TOTAL - OTHER SOURCES/USES</b>	<b>(79,374,289)</b>	<b>80,112,384</b>	<b>738,095</b>
<b>FUND BALANCE INCREASE (DECREASE)</b>	<b>19,009,011</b>	<b>13,849,095</b>	<b>32,858,107</b>
<b>FUND BALANCE</b>			
Beginning Fund Balance	84,699,103	8,349,508	93,048,611
<b>Ending Balance, June 30</b>	<b>103,708,114</b>	<b>22,198,603</b>	<b>125,906,717</b>

# Board of Education Executive Summary

## Business Services

Approve 2020-21 Unaudited Actuals (Year End Financial Report)

September 16, 2021



# Board of Education Executive Summary

## Business Services

Approve 2020-21 Unaudited Actuals (Year End Financial Report)

September 16, 2021

Due to the COVID-19 Pandemic, the District provided distance learning for the 2020-21 school year until April 8, 2021, when it began a phased-in return to in-person instruction. As a result, the District realized one-time savings in personnel costs, supplies and other operating costs. In total, compared to the 2020-21 Revised Adopted Budget the district reduced combined expenditures by \$46.2M. In addition, the district received multiple sources of COVID funding to assist in addressing learning loss and mitigating the spread of COVID-19.

However, the District will carryover \$1.4M in supplemental and concentration funds to school sites due to purchase orders not being filled or processed by the end of the fiscal year. In addition, the table below identifies the potential carryover amounts for restricted programs that may be budgeted within the 2021-22 Budget.

Restricted Program	Carryover Amount
Medi-Cal Program	\$2,163,586
Restricted Lottery	\$1,233,503
Learning Communities For School Programs	\$495,160
ELO Grant	\$15,043,952
Title I	\$14,402,808
School Improvement Grant	\$2,881,728
CSI	\$2,991,278
ESSER I	\$725,742
ESSER II	\$61,486,306
GEER	\$2,950,972
Federal Special Education IDEA	\$2,042,280
Title II	\$831,627
21st Century Community Learning	\$764,224
Title IV	\$2,042,858
Title III	\$1,178,835
Indian Education	\$32,920
Other Federal Programs	\$90,622
ASES	\$1,615,847
Career Technical Education	\$2,918,687
In Person Instruction	\$8,839,027
Other State Programs	\$149,927
Local Grants	\$2,543,309
<b>Total</b>	<b>\$127,425,198</b>

# Board of Education Executive Summary

## Business Services

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### Comparison of 2020-21 Estimated Actuals to 2020-21 Unaudited Actuals

	Estimated Actuals 2020-21			Unaudited Actuals 2020-21			Changes since Estimated Actuals 2020-21			Note
	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined	
<b>Revenue</b>										
General Purpose	410,429,540	2,240,374	412,669,914	410,536,364	2,146,372	412,682,736	106,824	(94,002)	12,822	1
Federal Revenue	155,908	181,217,391	181,373,299	308,265	106,543,983	106,852,248	152,357	(74,673,408)	(74,521,051)	2
State Revenue	6,588,341	107,525,972	114,114,313	8,351,756	91,194,176	99,545,932	1,763,415	(16,331,795)	(14,568,381)	3
Local Revenue	7,348,398	1,877,971	9,226,369	6,304,880	1,366,384	7,671,264	(1,043,518)	(511,587)	(1,555,105)	4
<b>Total Revenue</b>	<b>424,522,187</b>	<b>292,861,708</b>	<b>717,383,895</b>	<b>425,501,264</b>	<b>201,250,916</b>	<b>626,752,180</b>	<b>979,077</b>	<b>(91,610,792)</b>	<b>(90,631,715)</b>	
<b>Expenditures</b>										
Certificated Salaries	155,308,927	59,296,185	214,605,113	158,168,436	55,177,223	213,345,659	2,859,508	(4,118,962)	(1,259,454)	5
Classified Salaries	35,558,058	28,129,398	63,687,456	35,460,712	27,023,596	62,484,308	(97,346)	(1,105,802)	(1,203,148)	6
Benefits	107,318,625	68,767,381	176,086,006	107,972,439	69,034,638	177,007,077	653,814	267,257	921,071	7
Books and Supplies	9,679,985	53,721,380	63,401,365	8,304,755	52,266,840	60,571,595	(1,375,230)	(1,454,539)	(2,829,770)	8
Other Services & Oper. Expenses	23,453,893	65,537,082	88,990,975	21,703,778	54,832,501	76,536,279	(1,750,115)	(10,704,581)	(12,454,696)	9
Capital Outlay	188,004	4,423,510	4,611,514	137,149	4,286,153	4,423,302	(50,855)	(137,357)	(188,212)	10
Other Outgo 7xxx	1,110,300	0	1,110,300	1,276,082	0	1,276,082	165,782	0	165,782	11
Transfer of Indirect 73xx	(7,426,074)	6,323,889	(1,102,185)	(5,905,388)	4,893,254	(1,012,134)	1,520,686	(1,430,635)	90,051	12
<b>Total Expenditures</b>	<b>325,191,719</b>	<b>286,198,825</b>	<b>611,390,544</b>	<b>327,117,964</b>	<b>267,514,204</b>	<b>594,632,168</b>	<b>1,926,245</b>	<b>(18,684,620)</b>	<b>(16,758,376)</b>	
Deficit/Surplus	99,330,468	6,662,883	105,993,351	98,383,300	(66,263,289)	32,120,012	(947,168)	(72,926,172)	(73,873,339)	
Other Sources/(uses)	0	0	0	0	0	0	0	0	0	
Transfers in/(out)	1,114,503	0	1,114,503	738,095	0	738,095	(376,408)	0	(376,408)	13
Contributions to Restricted	(89,516,120)	89,516,120	0	(80,112,384)	80,112,384	0	9,403,736	(9,403,736)	0	14
<b>Net increase (decrease) in Fund Balance</b>	<b>10,928,850</b>	<b>96,179,003</b>	<b>107,107,854</b>	<b>19,009,011</b>	<b>13,849,095</b>	<b>32,858,107</b>	<b>8,080,161</b>	<b>(82,329,908)</b>	<b>(74,249,747)</b>	
Beginning Balance	84,699,103	8,349,508	93,048,611	84,699,103	8,349,508	93,048,611	0	0	0	
<b>Ending Balance</b>	<b>95,627,953</b>	<b>104,528,511</b>	<b>200,156,465</b>	<b>103,708,114</b>	<b>22,198,603</b>	<b>125,906,717</b>	<b>8,080,161</b>	<b>(82,329,908)</b>	<b>(74,249,747)</b>	
Revolving/Stores/Prepays	328,796		328,796	329,480		329,480	684	0	684	
Reserve for Econ Uncertainty (2%)	12,250,101		12,250,101	11,907,405		11,907,405	(342,696)	0	(342,696)	
Restricted Programs	0	104,528,511	104,528,511	0	22,198,603	22,198,603	0	(82,329,908)	(82,329,908)	
	0		0	0		0	0	0	0	
Other Assignments	49,838,829		49,838,829	57,976,955		57,976,955	8,138,126		8,138,126	
<b>Unappropriated Fund Balance</b>	<b>33,210,227</b>	<b>0</b>	<b>33,210,227</b>	<b>33,494,273</b>	<b>0</b>	<b>33,494,273</b>	<b>284,046</b>	<b>(0)</b>	<b>284,046</b>	

# Board of Education Executive Summary

## Business Services

Approve 2020-21 Unaudited Actuals (Year End Financial Report)

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Notes: Explanation of Changes from Estimated Actuals to Unaudited Actuals
1. LCFF is adjusted based on the P-2 apportionment schedule provided by CDE for both unrestricted and restricted resources.
2. Unrestricted federal revenues came in higher due to larger than expected receipts for the Schools Medi Cal Admin Activities program, Restricted federal revenues variance is due to a change in revenue recognition from adopted budget for ESSER I/II and GEER funds totaling \$63.8M, the remaining variance of \$10.8M is due to expenses coming in lower by \$3.1M for Title I, \$2.9M for SIG, \$.9M for CSI, \$1.9M for Federal Special Ed. IDEA, \$1.3M for Title II, III, IV and \$.7M for other federal programs.
3. The variance in unrestricted state revenues is due to higher lottery revenues of \$1.7M. For restricted state revenues the variance is primarily due to the recognition of revenue for the In Person Instruction and ELO grants totaling \$15.4M, the remaining variance is due expenses coming in lower for After School programs of \$1.6M, \$1.3M for career technical education, \$1.8M for Low Performing Block grant which is offset by increased revenues of \$1.0M for Lottery and \$2.8M for STRS on Behalf.
4. The variance in unrestricted local revenues is primarily due to receiving less revenues for leases & rentals of \$600k and \$325k in interagency fees. The restricted local revenue variance is due to not spending out \$500k related to 79 local grants.
5. Certificated unrestricted salaries increased by \$2.8M due to transferring a portion of school psychologist salaries from restricted to unrestricted resources of \$2.04M, an increase of \$629K for substitute teacher costs, increase of \$742K for temporary teacher costs and increase of \$229K in temporary principal costs, offset by a decrease of \$480K in regular teacher salaries and a decrease of \$365K in administrator salaries. Restricted certificated salaries decreased by \$4.1M due to transferring school psychologist salaries of \$2.4M from special education to unrestricted resources, decrease of \$1.29M in temporary teacher costs, \$1.23M decrease in substitute teacher costs, and decrease of \$900K in COVID/CARES salaries offset by an increase of \$1.2M for special education teacher salaries and \$505K increase in Title I teacher salaries.
6. Unrestricted classified salaries decreased by \$97K due to one time savings in operations staff salary costs. Restricted salaries decreased by \$1.2M due to a \$402K decrease in COVID funded classified salaries, \$582K decrease in substitute and temporary instructional aide salaries, \$108K decrease in operations salaries, \$115K decrease in clerical substitute, temporary and OT salaries, \$200K decrease in transportation salaries, \$211K decrease in support staff salaries, offset by a \$343K increase in regular instructional aide salaries and \$148K increase in regular clerical salary costs.
7. Unrestricted benefits has increased \$653K due to increased STRS costs of \$311K as a result of increase in unrestricted salary costs, \$600K increase in Health/Welfare Medicare offset by a \$308K decrease in PERS costs. Restricted benefits had a net increase of \$267K due to an increase in STRS costs.
8. Unrestricted books & supplies decreased by \$1.37M due to one-time savings related to school closures which includes savings to instructional supplies, athletics programs, transportation, technology and operations. Restricted books & supplies decreased by \$1.45M due to a decrease of \$1.1M in instructional supervision supplies, \$474K in health services supplies, \$84K in library supplies, \$99K in operations savings and \$40K in transportation savings offset by an increase of \$342K in instructional supplies.
9. Unrestricted services and other operating expenses variance is due to spending less on contracted services by \$1.7M, \$.7M for rentals & repairs, \$.2M for travel & membership fees, \$.2M for telecommunications and this is offset by increased utility expenses of \$1.1M. The restricted variance of \$ 10.7M is due to less expenses in Title I of \$.9M, SIG for \$1.1M, \$1.2M in CARES funds, \$.3M in Title II/III/IV funds, \$.3M for career technical education funds, \$1.2M in after school funding, \$3.9M in special education funding, \$1.0M for the low performing block grant, \$.5m in routine, repair & maintenance account and \$.3M for other grants.
10. Unrestricted capital outlay decreased by \$51K due to a decrease in capital outlay expenditures in transportation, operations and facilities. Restricted capital outlay decreased by \$188K due to decrease in COVID funded capital outlay.
11. Other outgo variance is due to increased costs related to the county office of education transfer of funding for \$127K and state special schools expense in the amount of \$38k.
12. Indirect costs increased by \$90K due to indirect cost charges to programs.
13. Transfers In came in less than projected by \$484,000 by were offset by transfers out difference of \$108K
14. Contributions came in lower than projected due to less expenditures in special education of \$7.7M (which included the transfer of salaries/benefits of \$3.3M to supplemental/concentration funding) and a \$1.7M lowered contribution to the Routine, Repair & Maintenance account.

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### Comparison of Revenues and Expenditures between the 2020-21 Estimated Actuals and 2020-21 Unaudited Actuals

<b>Comparison of Revenues - Estimated Actuals to 2020-21 Unaudited Actuals</b>			
Description	Unrestricted	Restricted	Combined
Estimated Actuals	424,522,187.31	292,861,707.48	717,383,894.79
Unaudited Actuals	425,501,264.44	201,250,915.62	626,752,180.06
Percentage Change	0.23%	-31.28%	-12.63%

*Restricted revenues decreased by 31.28% primarily due to a change in the recognition of revenue for federal COVID funding sources as directed by the California Department of Education.*

<b>Comparison of Expenditures - Estimated Actuals to 2020-21 Unaudited Actuals</b>			
Description	Unrestricted	Restricted	Combined
Estimated Actuals	325,191,719.21	286,198,824.73	611,390,543.94
Unaudited Actuals	327,117,964.02	267,514,204.37	594,632,168.39
Percentage Change	0.59%	-6.53%	-2.74%

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### Comparison of Contribution Changes from Estimated Actuals to Unaudited Actuals

Contributions From Unrestricted to Restricted			
Program	2020-21 Estimated Actuals	2020-21 Unaudited Actuals	Difference
Special Education	\$ 72,435,120	\$ 64,710,787	\$ (7,724,333)
Routine Restricted Maintenance Account	\$ 17,081,000	\$ 15,387,889	\$ (1,693,111)
<b>Total</b>	<b>\$89,516,120</b>	<b>\$ 80,098,676</b>	<b>\$ (9,417,445)</b>

The contribution variance for special education is due to projected expenditures coming in lower for Non-Public Schools/Agencies of \$4.1M and the transfer of \$3.3M in salaries and benefits to supplemental/concentration funds for psychologists. For the Routine, Restricted and Maintenance Account the variance is less due to recalculating the 3% contribution on actual expenditures.

Contributions To Other Funds			
Other Funds	2020-21 Estimated Actuals	2020-21 Unaudited Actuals	Difference
Charter Fund	392,960	245,201	(147,759)
Adult Education Fund	596,835	596,835	-
Child Development Fund	549,131	549,131	-
Cafeteria Fund	-	39,818	39,818
<b>Totals</b>	<b>1,538,926</b>	<b>1,430,985</b>	<b>(107,941)</b>

The contribution to the charter fund was less than expected due the New Tech charter school having less expenditures than projected. The contribution to the Cafeteria Fund is to cover “paid meals” outstanding balances; this cannot be covered with cafeteria funds and needs to be covered with unrestricted general funds.

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#### Other Funds as of 2020-21 Unaudited Actuals

Fund	Unaudited Actuals Beginning Fund Balance - July 1, 2020	2020-21 Unaudited Actuals Net Change	2021-22 Budget Beginning Fund Balance
01 General (Unrestricted and Restricted)	\$93,048,610.81	\$32,858,107	125,906,717
08 Student Activity Fund	\$1,427,892.00	(\$207,940)	1,219,952
09 Charter Schools	\$3,975,365.54	\$2,406,249	6,381,614
11 Adult	\$353,245.00	\$447,850	801,095
12 Child Development	\$15,284.83	\$397,754	413,039
13 Cafeteria	\$12,807,058.35	\$3,607,375	16,414,434
21 Building Fund	\$62,467,592.82	(\$28,048,755)	34,418,837
25 Capital Facilities	\$20,196,507.06	(\$588,840)	19,607,667
49 Capital Projects for Blended Components	\$2,020,745.62	(\$914,584)	1,106,162
51 Bond Interest and Redemption	\$31,948,534.35	\$2,352,994	34,301,529
67 Self-Insurance Fund	\$12,935,257.21	(\$302,802)	12,632,456



# Board of Education Executive Summary

## Business Services

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### 2021-22 Adopted Budget Multi-Year Projections

Description	Adopted Budget 2021-22			Projection 2022-23			Projection 2023-24		
	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined
Total Revenue	443,805,897	115,463,179	559,269,075	448,644,885	108,668,411	557,313,296	457,241,790	108,668,411	565,910,201
Total Expenditures	354,357,299	235,619,426	589,976,725	364,343,947	244,200,547	608,544,494	372,868,713	234,099,693	606,968,406
Deficit/Surplus	89,448,598	(120,156,248)	(30,707,650)	84,300,938	(135,532,136)	(51,231,198)	84,373,077	(125,431,282)	(41,058,205)
Transfers in/(out)	2,050,301	0	2,050,301	2,050,301	0	2,050,301	2,050,301	0	2,050,301
Contributions to Restricted	(98,193,763)	98,193,763	0	(104,568,460)	104,568,460	0	(111,352,629)	111,352,629	0
Net increase (decrease) in Fund Balance	(6,694,864)	(21,962,485)	(28,657,349)	(18,217,221)	(30,963,676)	(49,180,897)	(24,929,252)	(14,078,652)	(39,007,904)
Beginning Balance	103,708,114	22,198,603	125,906,717	97,013,250	236,118	97,249,368	78,796,029	(30,727,557)	48,068,472
Ending Balance	97,013,250	236,118	97,249,368	78,796,029	(30,727,557)	48,068,472	53,866,777	(44,806,209)	9,060,568

*\*Updated with 2020-21 Unaudited Actuals ending fund balance, the negative fund balance for restricted programs will be corrected with the next budget update. This is due to a change in how ESSER and ELO revenues are recorded in the financial statements since the budget adoption in June 2021.*

### Multi-Year Projections with No ESSER II, GEER or ELO Funds

Description	Adopted Budget 2021-22			Projection 2022-23			Projection 2023-24		
	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined
Total Revenue	443,805,897	115,463,179	559,269,075	448,644,885	108,668,411	557,313,296	457,241,790	108,668,411	565,910,201
Total Expenditures	354,706,263	214,002,645	568,708,907	364,582,963	213,087,903	577,670,866	373,107,729	219,867,322	592,975,051
Deficit/Surplus	89,099,634	(98,539,466)	(9,439,832)	84,061,922	(104,419,492)	(20,357,570)	84,134,061	(111,198,911)	(27,064,850)
Transfers in/(out)	2,050,301	0	2,050,301	2,050,301	0	2,050,301	2,050,301	0	2,050,301
Contributions to Restricted	(98,193,763)	98,193,763	0	(104,419,492)	104,419,492	0	(111,198,910)	111,198,910	0
Net increase (decrease) in Fund Balance	(7,043,828)	(345,703)	(7,389,531)	(18,307,269)	0	(18,307,269)	(25,014,548)	(1)	(25,014,549)
Beginning Balance	103,708,114	7,154,651	110,862,765	96,664,286	6,808,948	103,473,234	78,357,017	6,808,948	85,165,966
Ending Balance	96,664,286	6,808,948	103,473,234	78,357,017	6,808,948	85,165,966	53,342,469	6,808,948	60,151,417

*\*Updated with 2020-21 Unaudited Actuals ending fund balance*

## **Board of Education Executive Summary**

### **Business Services**

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#### **Summary**

The reduced spending on operating costs helped improve the unrestricted general fund beginning balance for the 2021-22 fiscal year by an additional \$8.1M. However, the impact is a one-time improvement and the projected deficits remain relatively unchanged. The District is projected to satisfy the 2% required reserve for economic uncertainties in 2021- 2022, 2022-2023 and in 2023-2024.

However, the District's projected unrestricted deficit spending is projected to persist as follows: - \$ 6.7M in 2021-22 -\$18.2M in 2022-23 -\$24.9M in 2023-24. At the February 4, 2021 Board Meeting, the Board of Trustees approved a Fiscal Recovery Plan in the amount of \$4.5M approximately. Based on the multi-year projections, the District projects an ongoing needed solution of \$24.9M. Therefore, an ongoing budget solution is still required in order for the District to achieve fiscal solvency.

Sacramento City Unified School District  
 Business Services Division  
 FCMAT Update 9/16/21

No.	FCMAT Finding	Status	District Response	Progress
1.	Are clear processes and policies in place to ensure that the district’s Local Control and Accountability Plan (LCAP) and budget are aligned with one another? (part 2)	In Progress	<p>Board policies (BPs) and administrative regulations (ARs) adopted by the district related to the LCAP included the following: AR 1220 – Citizen Advisory Committee, BP/AR 1312.3 – Uniform Complaint Procedure, BP 6173.1 – Foster Youth.</p> <p>The California School Boards Association’s online board policy service, known as GAMUT, has one main LCAP/Budget alignment policy, BP/AR 0460, which many districts have adopted. Although the district has a subscription to GAMUT, it has not adopted this policy.</p>	<p>Board Policy Staff are in the process of developing an initial draft of BP 0460: Local Control and Accountability Plan. BP 0460 was initially provided to the Board Policy Committee on 5/24/19 and will be scheduled for a detailed review by the Board Policy Committee and full Board action at a later date. On 11/19/19 the topic of Budget/LCAP/SPSA policy efforts was included on the Policy Committee agenda but no recommendation was made. The policy will be scheduled for a subsequent review by the Board Policy Committee and full Board action at a later date.</p> <p>11/30/2020 Update: Board Policy Staff have developed an initial draft of BP 0460: Local Control and Accountability Plan. BP 0460 was initially provided to the Board Policy Committee on 5/24/19.</p> <p><b>9/16/21 Update: Throughout 2019-20 and 2020-21 staff in Business Services and State and Federal Programs have developed processes to increase alignment between budget and LCAP. These include program coding for funds allocated to school sites to more accurately account for planned expenditures in the LCAP, realignment of</b></p>

No.	FCMAT Finding	Status	District Response	Progress
				<p>resource coding for LCFF S&amp;C funds, and development of shared tools to prepare projected and estimated actual expenditures. These efforts have been supported by regular meetings between Business Services and LCAP staff with the explicit goal of increasing LCAP-budget alignment. Business Services staff have also collaborated on multiple LCAP presentations to the Board of Education.</p>
2.	<p>Has the district addressed any deficiencies the county office of education has identified in its oversight letters? (part 1)</p>	In Progress	<p>Since 2006, the county office of education has identified the need for the district to develop a viable plan to fund its long-term other post-employment benefits (OPEB) liability, which has not been measurably addressed.</p>	<p>3/10/2020 Update: On October 25, 2019 the District received its updated Other Post Employment Benefit (OPEB) liability amount in our latest GASB 75 actuarial report for fiscal year ended June 30, 2019.</p> <p>The latest valuation reports the District's Total OPEB Liability at \$599 million, a \$181 million decrease from the prior report of \$780 million. This is a result of lower than projected medical premium growth and increased interest rates. While a portion of the change in interest rates is market-based, being able to maintain the higher interest (discount) rates is contingent upon sustained and/or increasing contributions to the OPEB trust. Failure to do so would likely result in a reduction to these rates in the future and revert to a higher Total OPEB Liability.</p>

No.	FCMAT Finding	Status	District Response	Progress
				<p>The Net OPEB Liability decreased by \$199 million from the prior report to \$526 million. The decrease is a result of the continued funding of the District’s OPEB irrevocable trust fund in addition to the decreases noted above. In other words, these continued contributions to the OPEB trust help not only in increasing the trust assets, but also in stabilizing or improving the discount rate used to calculate the Total OPEB Liability.</p> <p>This is a significant improvement, but the liability will continue to grow without continued efforts to decrease it. 11/30/20 Update: On September 2, 2020 the District received its updated Other Post Employment (OPEB) liability amount in the recent GASB 75 actuarial report for the fiscal year ended June 30, 2020. The key points are:</p> <ul style="list-style-type: none"> <li>• The District’s Net OPEB liability increased by \$41.7M year over year from \$526M FYE 2019 to \$568M FYE 2020.</li> <li>• The increase is due to annual costs and a decrease in the discount rate assumption from 4.25% to 3.90%</li> <li>• The Actuarially Determined Contribution (ADC) is \$30.8M. The district contributed \$26.7M in 19-20, leaving a contribution deficit of \$4.1M.</li> </ul>

No.	FCMAT Finding	Status	District Response	Progress
				<ul style="list-style-type: none"> <li>• If the District were to increase its contribution to the ADC amount it would help in two ways:               <ul style="list-style-type: none"> <li>o Fund the Net OPEB liability</li> <li>o Per GASB 75, allow the actuary to gradually increase the discount rate used (3.90%) to the asset return rate used (7.0%) in between 1-5 years' time. In dollars, if all else is equal, the Total OPEB liability would be closer to \$430M instead of the \$654M projected currently.</li> </ul> </li> </ul> <p>The District has made some progress but due to changes in assumptions, the Net OPEB liability has increased. To maximize progress, the district would need to contribute the full ADC amount each year.</p> <p>3/1/21 Update: The District realized excess savings in its Dental and Vision funds and applied the savings towards its OPEB contribution. The District is continuing to review options and develop a plan to fully fund at the ADC level which, over a five-year span, will substantially decrease the Net OPEB liability.</p> <p>5/1/21 Update: The District is continuing to review options and develop a plan to fully fund at the ADC level which, over a five-year</p>

No.	FCMAT Finding	Status	District Response	Progress
				<p>span, will substantially decrease the Net OPEB liability.</p> <p><b>9/16/21 Update: The District is expecting to receive an updated actuarial report in the next few weeks which will provide the status of the OPEB liability.</b></p>
3.	Has the district addressed any deficiencies the county office of education has identified in its oversight letters? (part 2)	In Progress	<p>In letters dated December 7, 2017, January 16, 2018, and April 16, 2018, the county office discussed and outlined its concerns with the district’s ongoing structural deficit, and the need for the district to submit a board-approved budget reduction plan to reverse the deficit spending trend.</p> <p>On August 22, 2018, the county office disapproved the district’s 2018-19 adopted budget, and the district was instructed to revise its 2018-19 budget and submit a balanced budget plan that supports ongoing expenditures from ongoing revenue sources, and that has a timeline showing when and how adjustments would be implemented no later than October 8, 2018. On October 11, 2018, the county office notified the district that its revised adopted budget was also disapproved based on their review. That budget showed that the district’s unrestricted general fund balance would decrease by approximately \$34 million in 2018-19,</p>	<p>Ongoing: Working towards a balanced budget. Student Centered Fiscal Recovery Plan presented to Board and adopted at the 3/27/19 Board Meeting. Reductions in central staff and non-negotiable items have resulted in over \$20m in savings and as a result at 2nd interim: \$2.2m (19/20) and \$50m (20/21). 6/13/19 Update: District has made approximately \$45 million in adjustments through the 2019/20 Proposed Budget. Additional adjustments of \$26 million are needed through negotiations. As of the 2019-20 Revised Adopted Budget the District has implemented \$50.2M in ongoing budget adjustments and \$12.1M in one-time budget adjustments. These adjustments were made during the period of December 2018 through September 2019 and are not in addition to the previous adjustments listed above. Additional adjustments of \$27M are still needed to eliminate the deficit and achieve fiscal solvency. This information can be found in the Revised Adopted Budget 2019-20 presented at the October 3, 2019 Board Meeting.</p> <p>3/10/2020 Update: The 2019-20 First Interim Financial Report and FCMAT Update was</p>

No.	FCMAT Finding	Status	District Response	Progress
			<p>approximately \$43 million in 2019-20 and \$66.5 million in 2020-21. The district was instructed to develop a viable board-approved budget and multiyear expenditure plan that would reverse the deficit spending trend, and to submit this plan with its 2018-19 first interim report, which is due December 14, 2018.</p>	<p>presented at the December 19, 2019 Board Meeting with a negative certification. A negotiated solution will be required to address the District's \$27M shortfall. The Fiscal Recovery Plan was presented at the February 6, 2020 Board Meeting and included proposals to achieve the \$27M solution. These proposals require negotiations.</p> <p>5/12/2020 Update: At the April 2, 2020 Board Meeting, the 2019-20 Second Interim Financial Report was approved with a negative certification and an update on the FCMAT matrix was also presented. At the May 7, 2020 Board Meeting, a State Budget update and impact on the District's finances using 3 LCFF COLA scenarios was presented to assess the impact on the District's revenue and cash flow for the 2020-21 and 2021-22 fiscal years. Under any of the 3 scenarios, the District's fiscal condition is worse and the cash challenges are projected to accelerate by a few months.</p> <p>11/30/2020 Update: Over the past two years, the District has identified and implemented more than \$50 million in on-going non-negotiable budget reductions. However, these reductions have not been sufficient to address the structural deficit. As of the 2020-2021 1st Interim financial report, the District is projecting a \$56 million budget deficit and must implement an on-going solution to achieve fiscal solvency and avoid a State Loan. At the December 10, 2020 Board Meeting the Board will consider a Fiscal</p>



No.	FCMAT Finding	Status	District Response	Progress
				<p>Recovery Plan to address some of the deficit but this plan alone will not be sufficient to resolve the projected \$56M deficit.</p> <p>3/1/21 Update: On the February 4, 2021 Board meeting, the Board approved a reduction of approximately \$4.5M.</p> <p>5/1/21 Update: As of the 2020-2021 2nd Interim financial report, the District is projecting an unrestricted deficit spend of (\$11.2M) in 2021-22 and (\$26.4M) in 2022-23.</p> <p><b>9/16/21 Update: In Progress</b></p>
4.	Are all balance sheet accounts in the general ledger reconciled, at a minimum, at each interim report?	In Progress	Although balance sheet accounts are reconciled multiple times each fiscal year, a reconciliation is not done at each interim.	<p>In 2019-20, staff will reconcile at each interim report period.</p> <p>5/8/2020 Update: This item remains outstanding and staff have been assigned some balance sheets to reconcile.</p> <p>5/1/21 Update: Staff are developing a plan to reconcile remaining balance sheet items on an interim basis.</p> <p><b>9/16/21 Update: In Progress</b></p>
5.	Does the district have sufficient cash resources in its other funds to support its current and projected obligations?	In Progress	During FCMAT's fieldwork, the district was projected to be cash insolvent as early as October 2019 if budget reductions are not made. A more recent cash flow projection prepared by the district at the 2018-19 first interim shows the cash insolvency date as November 2019 without budget reductions.	<p>The Third Interim and 2019-20 Proposed Budget Cash Flow reports were completed. Both reports showed an improved cash position due to the budget adjustments. The District projects a positive cash balance through October 2020.</p> <p>3/10/2020 Update: The 2019-20 First Interim Report presented at the December 19, 2019 Board Meeting states that major cash</p>

No.	FCMAT Finding	Status	District Response	Progress
				<p>challenges start in November 2021 unless further budget adjustments are made.</p> <p>5/8/2020 Update: The 2019-20 Second Interim Report presented at the April 2, 2020 Board Meeting states that major cash challenges start in October 2021 unless further budget adjustments are made.</p> <p>11/30/2020 Update: The 2020-21 Revised Adopted Budget presented at the October 1, 2020 Board Meeting projects that the District is able to satisfy the current year 2020-21 and 2021-2022 obligations but is projecting that it will not satisfy the 3rd year 2022-23 obligations.</p> <p>3/1/21 Update: The 2020-21 First Interim Report projects that the district is able to meet its 2020-21 and 2021-22 obligations but is projecting that it will not satisfy the 3rd year 2022-23 obligations. The 2020-21 First Interim Cash Flow Report projects major cash challenges beginning in May 2021 unless further budget adjustments are made.</p> <p>5/1/21 Update: Due to one-time savings as a result of the COVID-19 pandemic and approval for cash deferral exemptions from CDE, the 2020-21 Second Interim Cash Flow Report projects a positive cash balance for the 2020-21, 2021-22 and 2022-23 fiscal years.</p> <p><b>9/16/21 Update: In Progress</b></p>

No.	FCMAT Finding	Status	District Response	Progress
6.	Are all charters authorized by the district going concerns? (part 1)	In Progress	The district has transferred funds to some of its authorized charter schools when those schools were in financial need. In 2017-18, the district transferred a total of \$239,697.59 to charter schools, and it is projecting a transfer of \$300,000 in 2018-19.	<p>Update: SCOE Fiscal Expert currently conducting analysis on all charter schools. Due 6/30/2019.</p> <p>7/23/19 Update: During budget development, the fiscal consultant analyzed the five dependent charter schools who are governed by the SCUSD Board of trustees noting overspending in several of the schools. Contributions from the District's general fund are budgeted in both the budget year and continuing in the MYP. During the fiscal year, continued analysis and budget-balancing by staff will be needed to remove the general fund contribution to the charter school fund.</p> <p>3/10/2020 Update: The 2019-20 First Interim Report provided the update on District staff meeting with Charter school administration to address the projected transfers from the District. 3 of the 4 schools have implemented the necessary adjustments to eliminate or reduce the need for a transfer. New Tech Charter School will require a transfer to support operations due to ongoing enrollment decline.</p> <p>5/8/2020 Update: The 2019-20 Second Interim Report was presented at the April 2, 2020 Board Meeting reported a decrease of \$218,466 in general fund transfers to the 3 charter schools.</p>

No.	FCMAT Finding	Status	District Response	Progress
				<p>11/30/2020 Update: The Revised Adopted Budget for 2020-2021 projects that two dependent charters will require a contribution: 1. New Tech \$521K and 2. George Washington Carver \$315K. The District is assisting both schools to identify solutions to resolve the budget issues.</p> <p>3/1/21 Update: No projected changes at this time.</p> <p>5/1/21 Update: The 20-21 2nd Interim financial report projected a lower contribution for New Tech at \$392,960 and no contribution for George Washington Carver due to staff adjusting each of the charter schools LCFF funding.</p> <p><b>9/16/21 Update: With the 2020-21 Year End closing process, only \$245,201 contribution was made to the New Tech Charter School and no contribution was made to the George Washington Carver School.</b></p>
7.	Are all charters authorized by the district going concerns? (part 2)	In Progress	<p>Of most concern is the district’s ongoing support of the Sacramento New Technology Charter School for several years. Because this is an ongoing fiscal burden on the district, it needs to be discussed and remedied.</p> <p>The district has also given financial assistance in the past to George Washington Carver Charter School, though not every year.</p>	<p>Update: SCOE Fiscal Expert currently conducting analysis on all charter schools. Due 6/30/2019.</p> <p>7/23/19 Update: Over the next several months, SCOE's fiscal advisor is performing a comprehensive review of the processes and documentation of the District's authorized charter schools, focusing on the ten independent charter schools operating in the</p>

No.	FCMAT Finding	Status	District Response	Progress
			<p>The district also needs to further study Sacramento Charter High School operated by St. Hope Public Schools to determine whether it is a going concern.</p> <p>The district's charter schools are dependent from the standpoint of governance because they are part of the district and are under the authority of the district's governing board. However, charter schools are not intended to have budget deficits that make them dependent on a district financially. Under California Code of Regulations (CCR), Section 11967.5.1(c)(3)(A), a charter school must have a realistic financial and operational plan. Part of that includes having a balanced budget and financial plan. The district should take steps to ensure that approved charter schools do not require assistance from the district to stay solvent.</p>	<p>District as direct funded charter schools with their own boards and separate financial system and audit reports. As of the 2019-20 Revised Adopted Budget, four dependent charters schools were projected to need financial assistance from the District in future years. The District has since met with each school to address the fiscal issues and three of the four have revised their budgets or are working on a plan that will remedy their deficit. New Technology Charter (New Tech) remains a concern. Over the years, New Tech has experienced an ongoing enrollment decline which has reduced the revenue and although expenditures have been reduced, the deficit is projected to persist. The Cabinet will continue to work with New Tech. The remaining work to be finalized is the comprehensive review of the processes and documentation of the ten independent charter schools. This work is being completed by the SCOE Fiscal Advisor. 3/10/2020 Update: The 2019-20 First Interim Report provided the update on District staff meeting with Charter school administration to address the projected transfers from the District. 3 of the 4 schools have implemented the necessary adjustments to eliminate or reduce the need for a transfer. New Tech Charter School will require a transfer</p>

No.	FCMAT Finding	Status	District Response	Progress
				<p>to support operations due to ongoing enrollment decline.</p> <p>5/8/2020 Update: The 2019-20 Second Interim Report presented at the April 2, 2020 Board Meeting reported a decrease of \$218,466 in general fund transfers to the 3 charter schools.</p> <p>11/30/2020 Update: The Revised Adopted Budget for 2020-2021 projects that two dependent charters will require a contribution: 1. New Tech \$521K and 2. George Washington Carver \$315K. The District is assisting both schools to identify solutions to resolve the budget issues.</p> <p>3/1/21 Update: Pending 2020-21 2nd Interim Adjustments.</p> <p>5/1/21 Update: The 20-21 2nd Interim financial report projected a lower contribution for New Tech at \$392,960 and no contribution for George Washington Carver due to staff adjusting each of the charter schools LCFF funding.</p> <p><b>9/16/21 Update: With the 2020-21 Year End closing process, only \$245,201 contribution was made to the New Tech Charter School and no contribution was made to the George Washington Carver School.</b></p>

No.	FCMAT Finding	Status	District Response	Progress
8.	Did the district conduct a pre settlement analysis and identify related costs or savings, if any (e.g., statutory benefits, and step and column salary increases), for the current and subsequent years, and did it identify ongoing revenue sources or expenditure reductions to support the agreement?	In Progress	<p>The district entered into a multiyear agreement with the Sacramento City Teachers Association (SCTA) on December 7, 2017. The agreement granted salary increases of 2.5% effective July 1, 2016, an additional 2.5% effective July 1, 2017, and an additional 6.0% (2.5% and an additional 3.5% to restructure the salary schedule) effective July 1, 2018. Based on multiyear financial projections prepared at the time of the collective bargaining disclosure, it appeared that the district would be able to meet its required reserve for economic uncertainties in fiscal years 2017-18 and 2018-19 but would need to make budget reductions of approximately \$15.6 million to meet the minimum reserve requirement for fiscal year 2019-20. At that time, the district estimated that its unrestricted ending fund balance would decrease from \$73 million on July 1, 2017 to negative \$4 million on June 30, 2018 if no budget reductions were made. A budget reduction plan was not submitted with the collective bargaining disclosure.</p> <p>All of this information, including the fact that the increase was not affordable as agreed to without identified budget reductions, was communicated by the county office to the</p>	<p>7/22/19: The District and SCTA have been meeting on the new salary schedules. Draft salary schedules have been shared with SCTA.</p> <p>3/10/2020 Update: The California State Auditor conducted an audit of Sacramento City USD which was presented at the February 6, 2020 Board Meeting. Proposals and illustrations were presented on cost savings that could be achieved to resolve the fiscal distress. All proposals shared require negotiations with the District's 5 bargaining units: SCTA, SEIU, UPE, TCS and Teamsters Local 150.</p> <p>5/8/2020 Update: The 2019-20 Second Interim Report presented at the April 2, 2020 Board Meeting reported that salary and benefit negotiations have not been settled for all bargaining units.</p> <p>11/30/2020 Update: The District is now in the process of determining appropriate budget reductions to address its ongoing deficit. See the FRP presented on November 19, 2020, and scheduled for Board Action on December 10, 2020.</p> <p>The FRP includes proposals made to SCTA to bring healthcare premium contributions in line with industry standards that would save an estimated approximate \$17 Million annually.</p> <p><b>9/16/21 Update: In Progress</b></p>

No.	FCMAT Finding	Status	District Response	Progress
			district in a letter dated December 7, 2017 and stated publicly at a district board meeting.	
9.	Has the district settled the total cost of the bargaining agreements at or under the funded cost of living adjustment (COLA), and under gap funding if applicable?	Complete	The district entered into a multiyear agreement with the SCTA on December 7, 2017. The agreement granted salary increases of 2.5% effective July 1, 2016, an additional 2.5% effective July 1, 2017, and an additional 6.0% (i.e. 2.5% and additional 3.5% to restructure the salary schedule) effective July 1, 2018. The district and the SCTA disagree on the implementation date of the additional 3.5%, and the matter is being pursued in superior court. If the additional 3.5% is implemented on the date SCTA interprets as correct, it would result in a fiscal impact in 2018-19 of close to 7% for salary rescheduling rather than the 3.5% the district agreed to.	7/22/19: No new agreements at this time. District currently reviewing impact of contribution decision for 2019-20 and future years. The 2018-19 retro is planned for September 2019. 3/10/2020 Update: The SCTA Retros have been issued. The first SCTA Retro was paid on October 11, 2019 and the second SCTA Retro was paid on November 25, 2019. 3/1/21 Update: SCTA Retros paid. No outstanding COLAs.
10.	Does the district have a plan to reduce and/or eliminate any increasing contributions from the general fund to other resources?	In Progress	Most of the district's general fund contributions are to special education programs and to the routine repair and maintenance account. Total contributions increased from \$62,581,129 in 2015-16 to \$67,759,639 in 2016-17 and to \$77,505,592 in 2017-18. The district's 2018-19 through 2020-21 budgets include continuing contributions for a total of \$89,134,727 in 2018-19, \$96,425,490 in 2019-20, and \$104,000,050 in 2020-21.	Update: Program analysis was conducted and completed by SCOE Expert. The District has worked with the dependent charter schools to address the financial assistance projected during the 2019-20 Adopted Budget and has reduced the contribution for two of the four schools. The District is working with the remaining two schools to address the deficits. 3/10/2020 Update: The 2019-20 First Interim Report provided the update on District staff meeting with Charter school administration to



No.	FCMAT Finding	Status	District Response	Progress
			<p>FCMAT was not able to obtain an approved plan to reduce and/or eliminate increasing contributions from the general fund to other resources. The district did present an updated plan dated October 4, 2018 to reduce the district's overall deficit, but details were not found specific to reducing contributions to restricted programs.</p>	<p>address the projected transfers from the District. 3 of the 4 schools have implemented the necessary adjustments to eliminate or reduce the need for a transfer. New Tech Charter School will require a transfer to support operations due to ongoing enrollment decline.</p> <p>3/1/21 Update: The District projected a contribution for fiscal year 2020-21 of \$314,819 for George Washington Carver and \$521,079 for New Tech Charter School.</p> <p>5/1/21 Update: The 20-21 2nd Interim financial report projected a lower contribution for New Tech at \$392,960 and no contribution for George Washington Carver due to staff adjusting each of the charter schools LCFF funding.</p> <p><b>9/16/21 Update: In Progress</b></p>
11.	<p>Is the district avoiding a structural deficit in the current and two subsequent fiscal years? (A structural deficit is when ongoing unrestricted expenditures and contributions exceed ongoing unrestricted revenues.)</p>	In Progress	<p>Structural deficit spending is projected in 2018-19, 2019-20 and 2020-21 due to negotiated agreements settled in 2017-18 without corresponding budget adjustments to offset these ongoing increased costs.</p>	<p>3/10/2020 Update: The Fiscal Recovery Plan was presented at the February 6, 2020 Board Meeting and included proposals to achieve the \$27M solution. These proposals require negotiations.</p> <p>5/8/2020 Update: The 2019-20 Second Interim Financial Report and FCMAT Update was presented at the April 2, 2020 Board Meeting. The District's \$27M shortfall will not be resolved without a negotiated solution.</p> <p>11/30/2020 Update: The 2020-21 Revised</p>

No.	FCMAT Finding	Status	District Response	Progress
				<p>Adopted Budget presented at the October 1, 2020 Board Meeting projects that the District has not resolved the structural deficit in all three years (2020-2021 thru 2022-2023). The District has implemented over \$50M in expense reductions over the past 2 years but still requires a multi-million solutions to eliminate the deficit and achieve fiscal solvency.</p> <p>5/1/21 Update: The 20-21 2nd Interim financial report projected an unrestricted deficit spend of (\$11.2M) in 21-22 and (\$26.4M) in 22-23.</p> <p><b>9/16/21 Update: In Progress</b></p>
12.	<p>Is the district avoiding deficit spending in the current fiscal year? Is the district projected to avoid deficit spending in the two subsequent fiscal years? If the district has deficit spending in the current or two subsequent fiscal years, has the board approved and implemented a plan to reduce and/or eliminate deficit spending? Has the district decreased deficit spending over the past two fiscal years?</p>	In Progress	<p>Based on the revised 2018-19 adopted budget, the district's deficit spending is projected to be \$ 35,950,457.05 in total unrestricted and restricted funds. The district's total deficit, including unrestricted and restricted funds, is projected to be \$52,563,654.00 in 2019-20 and \$49,923,727.28 in 2020-21. As part of the district's revised 2018-19 adopted budget, the board approved a plan to reduce deficit spending; however, the plan does not reduce or eliminate deficit spending to an amount sufficient to sustain solvency. Additional significant reductions are needed. The total plan brought to the board on October 4, 2018 was for \$11,483,500 in reductions to the</p>	<p>In Progress: District Recommended Plan will correct deficit spending. However, adjustments do require negotiated savings. As of the 2019-20 Revised Adopted Budget the District has implemented \$50.2M in ongoing budget adjustments and \$12.1M in one-time budget adjustments during the period of December 2018 through September 2019. Although these adjustments did not eliminate the deficit, the District's financial position was improved as follows: 2018-2019 actual deficit was \$171K in total unrestricted and restricted funds and the District's total deficit, including unrestricted and restricted funds, is projected to be \$18,706,878 in 2019-20, \$28,1253,536 in</p>

No.	FCMAT Finding	Status	District Response	Progress
			<p>unrestricted general fund. FCMAT’s review of the past two fiscal years shows that the district did not start deficit spending until 2017-18; the deficit for that fiscal year was \$10,966,055.80. In 2016-17, the district had a surplus of \$5,747,472.67.</p>	<p>2020-21 and \$30,977,139 in 2021-22. In order to eliminate the deficit and maintain sufficient reserves to satisfy the 2% required for economic uncertainties, the District will need to adopt \$27M in ongoing solutions. The District will continue to research opportunities to mitigate the deficit but major adjustments will require a negotiated solution. This information can be found in the Revised Adopted Budget 2019-20 presented at the October 3, 2019 Board Meeting.</p> <p>3/10/2020 Update: The 2019-20 First Interim Financial Report and FCMAT Update was presented at the December 19, 2019 Board Meeting with a negative certification. The District has implemented most of the non-negotiable items. The District estimates deficit spending during 2020-21 in the amount of \$28.6M resulting in unrestricted ending General Fund balance of approximately \$30.5M. The estimate for 2021-22 deficit spending is \$29.8M resulting in an unrestricted General Fund balance of approximately \$695K. A negotiated solution will be required to address the District's \$27M shortfall.</p> <p>5/8/2020 Update: The 2019-20 Second Interim Financial Report and FCMAT Update was presented at the April 2, 2020 Board Meeting with projected deficit spending for 2020-21 of</p>

No.	FCMAT Finding	Status	District Response	Progress
				<p>\$32M and \$30M for 2021-22.</p> <p>11/30/2020 Update: The 2020-21 Revised Adopted Budget presented at the October 1, 2020 Board Meeting projects that the District has not resolved the structural deficit in all three years (2020-2021 thru 2022-2023). The District has implemented over \$50M in expense reductions over the past 2 years but still requires a multi-million solutions to eliminate the deficit and achieve fiscal solvency.</p> <p>3/1/21 Update: The 2020-21 1st Interim Budget presented at the December 17, 2020 Board Meeting projects that the District has not resolved the structural deficit in all three years (2020-2021 thru 2022-2023). The District has implemented over \$50M in expense reductions over the past 2 years but still requires a multi-million solutions to eliminate the deficit and achieve fiscal solvency.</p> <p>5/1/21 Update: The 20-21 2nd Interim financial report projected an unrestricted deficit spend of (\$11.2M) in 21-22 and (\$26.4M) in 22-23.</p> <p><b>9/16/21 Update: In Progress</b></p>

No.	FCMAT Finding	Status	District Response	Progress
13.	Does the district have a plan to fund its liabilities for retiree benefits?	In Progress	<p>The district commissioned an actuarial valuation dated June 30, 2016, in accordance with Governmental Accounting Standards Board (GASB) Statement 75, Actuarial Report of OPEB Liabilities.</p> <p>The actuarial report estimates the district's total other post-employment benefits (OPEB) liability to be \$780,518,410 for the fiscal year ending June 30, 2018, and its net OPEB liability (i.e., factoring in employer contributions to the trust, net investment income, benefit payments, and administrative expenses) to be \$725,760,458 for the same period.</p> <p>The district has established an irrevocable OPEB trust with assets dedicated toward paying future retiree medical benefits. GASB 75 allows pre funded plans to use a discount rate that reflects the expected earning on trust assets. However, the actuarial report states:</p> <p>. . . the district expects to yield 7.25% per year over the long term, based on information published by CalPERS as of the June 30, 2016 actuarial valuation date. However, total net contributions to the trust have averaged 31% of the amount that would have been needed</p>	<p>The Superintendent plans to establish an OPEB commission to further address the outstanding liability once a balanced budget is adopted.</p> <p>3/10/2020 Update: On October 25, 2019 the District received its updated Other Post Employment Benefit (OPEB) liability amount in our latest GASB 75 actuarial report for fiscal year ended June 30, 2019.</p> <p>The latest valuation reports the District's Total OPEB Liability at \$599 million, a \$181 million decrease from the prior report of \$780 million. This is a result of lower than projected medical premium growth and increased interest rates. While a portion of the change in interest rates is market-based, being able to maintain the higher interest (discount) rates is contingent upon sustained and/or increasing contributions to the OPEB trust. Failure to do so would likely result in a reduction to these rates in the future and revert to a higher Total OPEB Liability.</p> <p>The Net OPEB Liability decreased by \$199 million from the prior report to \$526 million. The decrease is a result of the continued funding of the District's OPEB irrevocable trust fund in addition to the decreases noted above. In other words, these continued contributions to the OPEB trust help not only in increasing the trust assets, but also in stabilizing or</p>

No.	FCMAT Finding	Status	District Response	Progress
			to be deposited to the OPEB trust so that total OPEB contributions would equal the actuarially defined contribution.	<p>improving the discount rate used to calculate the Total OPEB Liability.</p> <p>This is a significant improvement, but the liability will continue to grow without continued efforts to decrease it.</p> <p>3/1/21 Update: The District realized excess savings in its Dental and Vision funds and applied the savings towards its OPEB contribution. The District is continuing to review options and develop a plan to fully fund at the ADC level which, over a five-year span, will substantially decrease the Net OPEB liability.</p> <p>5/1/21 Update: The District is continuing to review options and develop a plan to fully fund at the ADC level which, over a five-year span, will substantially decrease the Net OPEB liability.</p> <p><b>9/16/21 Update: In Progress</b></p>
14.	Has the district developed measures to mitigate the effect of student transfers out of the district?	In Progress	The district authorizes all interdistrict transfers out of the district and does not require the parents of students who receive interdistrict transfer permits to reapply annually.	<p>3/10/2020 Staff is currently in the process of interviewing nearby districts to see what their process is as it relates to interdistrict permits requesting to leave their districts. The end result will be a proposal identifying the pros and cons for SCUSD to be submitted in the coming weeks.</p> <p>5/8/2020 Update: In Progress, delayed due to COVID-19 pandemic.</p> <p>11/30/2020 Update: Staff is currently</p>

No.	FCMAT Finding	Status	District Response	Progress
				<p>reviewing the development of an internal program in “Infinite Campus” that will be used to track inter-district permits so that our data set will contain more information such as reason for the transfer; how many requests have been made for this student etc.</p> <p>We are looking to develop a process where inter-district permits are vetted, but currently do not have the capacity and will need to look at the possibility of creating a position just for Inter district permits.</p> <p>5/1/21 Update: Initiated a requirement to attach documentation pertaining to the reason for any ITP request. Documentation will not be processed without supporting documents.</p> <p><b>9/16/21 Update: In Progress</b></p>
15.	Is the district able to maintain the minimum reserve for economic uncertainty in the two subsequent years?	In Progress	The district will fall short of its 2019-20 and 2020-21 minimum reserve requirement based on its revised (October 4, 2018) adopted 2018-19 budget projections, which show unrestricted ending fund balances of (\$17,491,788.17) in 2019-20 and (\$66,494,314.95) in 2020-21.	The 2019/20 Proposed Budget shows the District will have their minimum reserve for the 19/20 and 20/21 fiscal year. However, if no adjustments are made the 21/22 fiscal year the district will have a negative reserve. District is working on a negotiated solution. Although the District has made significant budget adjustments in the amount of \$50.2M in ongoing and \$12.1M in one-time resulting in improving the unrestricted fund balances to \$51.6M in 2019-20 and \$23.5M in 2010-21, the third year 2021-22 remains a challenge

No.	FCMAT Finding	Status	District Response	Progress
				<p>without a \$27M solution. The fund balances for the third year 2021-22 are projected at (\$7.5M).</p> <p>3/10/2020 Update: The 2019-20 First Interim Financial Report and FCMAT Update was presented at the December 19, 2019 Board Meeting with a negative certification. The 2019-20 General Fund Balance presented at First Interim is \$59,146,111 for FY 19-20, and projected at \$30,523,941 in FY 2020-21 and \$695,344 in FY 2021-22.</p> <p>5/8/2020 Update: At the April 2, 2020 Board Meeting, the 2019-20 Second Interim Financial Report was approved with a negative certification and an update on the FCMAT matrix was also presented. The unrestricted general fund balance at the 2019-20 Second Interim is as follows: *2019-20: \$58,556,959 *2020-21: \$26,956,247 and *2021-22: -\$2,043,174. The District may not meet the minimum required 2% reserve in Fiscal Year 2021-22.</p> <p>11/30/2020 Update: The 2020-21 Revised Adopted Budget presented at the October 1, 2020 Board Meeting projects that the District has not resolved the structural deficit in all three years (2020-2021 thru 2022-2023). The District is projected to meet the minimum required reserve in 2020-2021 and 2021-2022</p>



No.	FCMAT Finding	Status	District Response	Progress
				<p>but will not meet the required reserve in 2022-2023. The District has implemented over \$50M in expense reductions over the past 2 years but still requires a multi-million solution to eliminate the deficit and achieve fiscal solvency. Please see #16 below.</p> <p>3/1/21 Update: At the December 10, 2020 Board Meeting, the 2020-21 First Interim Report was approved with a negative certification. The 2020-21 Unrestricted General Fund balance presented at First Interim is \$62.5 M for 20-21, \$24.3 for 21-22, and (\$31.3 M) for 22-23.</p> <p>5/1/21 Update: At the March 18, 2021 Board Meeting, the 20-21 2nd Interim financial report was approved by the Board with a qualified certification. The 20-21 Unrestricted General Fund balance presented is \$89.5M for 20-21, \$78.3M for 21-22 and \$51.9M for 22-23.</p> <p><b>9/16/21 Update: In Progress</b></p>
16.	If the district is not able to maintain the minimum reserve for economic uncertainty, does the district's multiyear financial projection include a board-approved plan to restore the reserve?	In Progress	The district does not have a board-approved plan sufficient to restore the reserve at the time of this Fiscal Health Risk Analysis.	<p>The District continues to work on a negotiated solution. The status remains unchanged, the District needs a negotiated solution to address the deficit and achieve fiscal solvency.</p> <p>3/10/2020 Update: In order to maintain fiscal solvency, restore stability and address the long term financial issues, the District presented for consideration revisions to Board Policy (BP)</p>

No.	FCMAT Finding	Status	District Response	Progress
				<p>3100: Business and Noninstructional Operations which include the increase of the general fund expenditure reserve from the minimum 2% to a 5% reserve level. BP 3100 was presented to the Board at the February 6, 2020 Board Meeting as a First Reading.</p> <p>5/8/2020 Update: The proposed policy BP 3100 was scheduled for further Board review and discussion in March or April 2020 Board meetings but this was delayed due to the impact of the COVID-19 pandemic on District operations. BP 3100 will be presented to the Board at the May 21, 2020 Board Meeting as a First Reading for further review and discussion.</p> <p>Update 11/30/2020: A Fiscal Recovery Plan (FRP) was presented at the November 19, 2020 Board Meeting and included negotiable and non-negotiable solutions to achieve fiscal solvency. The FRP will be considered at the December 10, 2020 Board Meeting for implementation. Revised drafts of BP 3100 will be presented at a Board Meeting not later than January 2021.</p> <p>3/1/21 Update: The MYP will include ongoing reductions of \$4.5M approved by the Board at the February 4th, 2021 Board Meeting. Revised BP 3100 adopted at 3/4/21 Board Meeting.</p> <p><b>9/16/21 Update: In Progress</b></p>

No.	FCMAT Finding	Status	District Response	Progress
17.	Is the district's projected unrestricted fund balance stable or increasing in the two subsequent fiscal years?	In Progress	<p>The district's unrestricted general fund balance is projected to decrease significantly in 2019-20 and 2020-21 compared to its 2018-19 budgeted amount:</p> <ul style="list-style-type: none"> <li>* 2018-19: \$25,926,177.49</li> <li>* 2019-20: (\$17,491,788.17)</li> <li>* 2020-21: (\$66,494,314.95)</li> </ul>	<p>While the District has made progress, the District continues to work on a negotiated solution. Although the District still needs a \$27M solution to achieve fiscal solvency, the adjustments implemented in the last year have improved the unrestricted general fund balance as follows: * 2018-19: \$61,133,835 *2019-20: \$51,622,467.60 *2020-21: \$23,498,932 and *2021-22: (\$7,478,207).</p> <p>3/10/2020 Update: The 2019-20 First Interim Financial Report and FCMAT Update was presented at the December 19, 2019 Board Meeting with a negative certification. The unrestricted general fund balance at the 2019-20 First Interim is as follows: *2019-20: \$59,146,111 *2020-21: \$30,523,941 and *2021-22: 695,344.</p> <p>5/8/2020 Update: At the April 2, 2020 Board Meeting, the 2019-20 Second Interim Financial Report was approved with a negative certification and an update on the FCMAT matrix was also presented. The unrestricted general fund balance is decreasing in the subsequent fiscal years and at the 2019-20 Second Interim is as follows: *2019-20: \$58,556,959 *2020-21: \$26,956,247 and *2021-22: -\$2,043,174.</p> <p>11/30/2020 Update: As of 2020-2021 1st Interim financial report the District's</p>

No.	FCMAT Finding	Status	District Response	Progress
				<p>unrestricted fund balance is projected to decline from the 2020-2021 to the two subsequent fiscal years as follows:  2020-2021 = \$62M  2021-2022 = \$24M  2022-2023 = -\$31M  3/1/21 Update: Pending 20-21 2nd Interim final numbers.  5/1/21 Update: As of the 20-21 2nd Interim financial report the District's unrestricted fund balance is projected to decline from the 20-21 fiscal year to the two subsequent years as follows: 2020-21 = \$89.5M, 2021-22 = \$78.3M, 2022-23 = \$51.9M.  <b>9/16/21 Update: In Progress</b></p>
18.	If the district has unfunded or contingent liabilities or one-time costs, does the unrestricted fund balance include any assigned or committed reserves above the recommended reserve level?	In Progress	<p>The district's unrestricted ending fund balance does not include amounts for the following liabilities:</p> <ul style="list-style-type: none"> <li>* Because the district and the SCTA disagree on the implementation date of a 3.5% increase included in the December 7, 2017 negotiated agreement,</li> <li>* There is a potential fiscal impact for 2019-20 and beyond of a 7% increase related to salary schedule restructuring rather than the 3.5% stated in the agreement.</li> </ul>	<p>In Progress: Superintendent to establish commission to further address the outstanding liability once a balanced budget is adopted.  3/10/2020 Update: On October 25, 2019 the District received its updated Other Post Employment Benefit (OPEB) liability amount in our latest GASB 75 actuarial report for fiscal year ended June 30, 2019.  The latest valuation reports the District's Total OPEB Liability at \$599 million, a \$181 million decrease from the prior report of \$780 million. This is a result of lower than projected medical premium growth and increased interest rates. While a portion of the change in interest rates</p>

No.	FCMAT Finding	Status	District Response	Progress
			<p>* The district's net contributions to the irrevocable OPEB trust established to pay future retiree medical benefits have averaged 31% of the amount that will be needed to ensure that total OPEB contributions equal the actuarially- defined contribution. The area of retirement benefits is a liability that the district will need to face because the costs are outpacing contributions.</p>	<p>is market-based, being able to maintain the higher interest (discount) rates is contingent upon sustained and/or increasing contributions to the OPEB trust. Failure to do so would likely result in a reduction to these rates in the future and revert to a higher Total OPEB Liability.</p> <p>The Net OPEB Liability decreased by \$199 million from the prior report to \$526 million. The decrease is a result of the continued funding of the District's OPEB irrevocable trust fund in addition to the decreases noted above. In other words, these continued contributions to the OPEB trust help not only in increasing the trust assets, but also in stabilizing or improving the discount rate used to calculate the Total OPEB Liability.</p> <p>This is a significant improvement, but the liability will continue to grow without continued efforts to decrease it.</p> <p>3/1/21 Update: The District realized excess savings in its Dental and Vision funds and applied the savings towards its OPEB contribution. The District is continuing to review options and develop a plan to fully fund at the ADC level which, over a five-year span, will substantially decrease the Net OPEB liability.</p> <p>5/1/21 Update: The District is continuing to</p>

No.	FCMAT Finding	Status	District Response	Progress
				<p>review options and develop a plan to fully fund at the ADC level which, over a five-year span, will substantially decrease the Net OPEB liability.</p> <p><b>9/16/21 Update: In Progress</b></p>

No.	FCMAT Finding	Status	District Response	Progress
19.	Is the percentage of the district's general fund unrestricted budget that is allocated to salaries and benefits at or under the statewide average for the current year?	In Progress	The statewide average for unified school districts as of 2016-17 (the latest data available) is 84.63%. At the 2018-19 first interim, the district is exceeding the statewide average by 6.37%.	<p>In Progress: Once the final calculations are determined for the second retro payment, this can then be determined.</p> <p>3/10/20 Update: The SCTA Retros have been issued. The first SCTA Retro was paid on October 11, 2019 and the second SCTA Retro was paid on November 25, 2019. At the 2019-20 First Interim, the District's Salaries and Benefits was at 92.6% which falls within the standard percentage of 87.5%-93.5%.</p> <p>5/8/2020 Update: At the 19-20 Second Interim, the District's Salaries and Benefits was at 93.7% which does not fall within the standard percentage of 87.5%-93.5%. The District does not meet the status and is exceeding the statewide average by .5%.</p> <p>11/30/2020 Update: As of the Revised Adopted Budget for 2020-2021, the District's Salaries and Benefits comprise approximately 71% of the General Fund and 90% of the Unrestricted General Fund balance.</p> <p>3/1/21 Update: Pending 2020-21 2nd Interim final numbers.</p> <p>5/1/21 Update: As of the 20-21 2nd Interim financial report the District's Salaries &amp; Benefits comprised 89% of the Unrestricted General Fund projected expenditures and 75% of the combined General Fund.</p> <p><b>9/16/21 Update: In Progress</b></p>

No.	FCMAT Finding	Status	District Response	Progress
20.	Is the percentage of the district's general fund unrestricted budget that is allocated to salaries and benefits at or below the statewide average for the three prior years?	In Progress	The district exceeds the statewide average in this area for all three prior years, with its highest percentage in 2015-16 at 6.93% higher than the state average.	<p>In Progress: Once the final calculations are determined for the second retro payment, this can then be determined.</p> <p>3/10/2020 Update: The SCTA Retros have been issued. The first SCTA Retro was paid on October 11, 2019 and the second SCTA Retro was paid on November 25, 2019. At the 2019-20 First Interim, the District's Salaries and Benefits was at 92.6% which falls within the standard percentage of 87.5%-93.5%.</p> <p>5/8/2020 Update: At the 19-20 Second Interim, the District's Salaries and Benefits was at 93.7% which does not fall within the standard percentage of 87.5%-93.5%. The District does not meet the status and is exceeding the statewide average by .5%.</p> <p>11/30/2020 Update: As of the Revised Adopted Budget for 2020-2021, the District's Salaries and Benefits comprise approximately 71% of the General Fund and 90% of the Unrestricted General Fund balance.</p> <p>3/1/21 Update: Pending 2020-21 2nd Interim final numbers.</p> <p>5/1/21 Update: As of the 20-21 2nd Interim financial report the District's Salaries &amp; Benefits comprised 89% of the Unrestricted General Fund projected expenditures and 75% of the combined General Fund.</p> <p><b>9/16/21 Update: In Progress</b></p>



No.	FCMAT Finding	Status	District Response	Progress
21.	Is the district using its restricted dollars fully by expending allocations for restricted programs within the required time?	In Progress	The district has seen a 129% increase in its total restricted ending fund balance from 2014-15 to 2017-18. This increase indicates that the district is not fully expending its restricted funding allocations. In addition, staff stated that some federal funds have gone unspent and have been returned to the federal government.	<p>For the 2019-20 budget, most of the title type current year allocations for the year have been programmed for the upcoming year. This includes Title I and Title II. Some Title III funds still need to be programmed and team members are working on this matter. Title IV first year allocations have been programmed. Title IV second year has not been allocated at this time. While Title I funds have been allocated, the multi-year conservatively assumes \$1.5 million in Title I funds will not be spent by June 30 and utilized in 2020-21. Medi-Cal has a \$1.4 million carryover that needs to be programmed. SIG carryover of \$4 million will be spent over 2019-20 and 2020-21. These funds require discussions with the consortium as to the best option on spending carryover funds. Staff will monitor projected restricted carryover, so that plans can be developed to utilize these one-time carryover funds appropriately.</p> <p>5/1/21 Update: Staff is working with sites and departments to encumber and spend SIG, CSI and carryover Title funded programs to ensure these funds are not lost, also when needed the District will file for extension waivers.</p> <p><b>9/16/21 Update: In Progress</b></p>

No.	FCMAT Finding	Status	District Response	Progress
22.	Are the district's financial system's access and authorization controls reviewed and updated upon employment actions (i.e. resignations, terminations, promotions or demotions) and at least annually?	In Progress	The district does not regularly update authorization controls, and discrepancies based on changes in positions are often found many months later. The district relies on a digital change form that requires manual signatures, which slows the process or results in lost forms. The district should move to a digital form process to increase efficiency.	<p>Yes. HR annually conducts a review of personnel transactions to ensure accurate staffing.</p> <p>The Information Technology Department is in the process of implementing a computer system (UMRA) to perform this task electronically.</p> <p>3/11/2020 Update: The implementation will continue after the new Chief Information Officer is hired.</p> <p>11/30/2020 Update: The first phase of the rollout will be implemented by mid-January. Phase 1 – Active Directory: email account creation/deactivation. Subsequent phases would use UMRA to create user accounts for primary programs like Escape, Infinite Campus.</p> <p>3/1/21 Update: UMRA was enabled on 2/11/21 to manage the deactivation of active directory accounts. Creation of accounts has been put on pause while data issues are addressed within the system of record, Escape.</p> <p>5/1/21 Update: Progress has been made on the data clean up and we are seeing positive test results in our test data pulls. We will have this done very soon. We have also seen a significant switch in changes in the initial data entry causing fewer data issues. HR has made changes in the way data is entered and made it operational.</p>

No.	FCMAT Finding	Status	District Response	Progress
				<p><b>9/16/21 Update: We continue to work on data clean up so that we can turn on UMRA for the creation of accounts. UMRA is being used to disable staff accounts as soon as their employment status show that they should no longer have access. We should be ready for full deployment by the end of the year.</b></p>
23.	<p>Does the district ensure that duties in the following areas are segregated, and that they are supervised and monitored? • Accounts payable (AP)</p>	In Progress	<p>Although the accounts payable process appears properly supervised and monitored, the printing of the warrants is completed in the business department rather than in a separate department, such as technology, which would improve segregation of duties. One department should input the information and a different department should print warrants</p>	<p>In Progress: Staff to review technology, and conduct Cabinet to Cabinet discussion on implementation. No target date has been set. The status remains unchanged. The Business Office and Technology will continue reviewing options for addressing the segregation of duties. However, due to the reductions in personnel, appropriately adhering to segregation of duties will be a challenge.</p> <p>11/30/2020 Update: Interdepartmental Team (IDT) meetings established between Human Resources, Business Services, Technology, and Continuous Improvement Departments. The first meeting took place on November 4, 2020. The next meeting is scheduled for November 18, 2020, meetings will be held every other week.</p> <p>3/1/21 Update: IDT meetings ongoing, no process change at this time.</p> <p>5/1/21 Update: The AP warrant process includes each AP team member inputting data.</p>

No.	FCMAT Finding	Status	District Response	Progress
				<p>Once input, the data is then reviewed and cross-checked by a different AP team member. Once the review is complete, the AP batch is forwarded to the Lead AP for audit. Upon audit completion the AP batch is reviewed and approved by the Director of Accounting. The AP Batch is then printed by the Lead AP for distribution. With the multi-levels of review and audit in place for each AP batch, the district has ensured that duties are sufficiently segregated, supervised and monitored.</p> <p><b>9/16/21 Update: In Progress</b></p>
24.	Does the district ensure that duties in the following areas are segregated, and that they are supervised and monitored? • Payroll	In Progress	The payroll process appears properly supervised and monitored; however, the business department prints the warrants rather than having a separate department, such as technology, do so to ensure separation of duties. One department should input the information and a different department should print warrants.	<p>In Progress: Staff to review technology, and conduct Cabinet to Cabinet discussion on implementation. No target date has been set. The status remains unchanged. The Business Office and Technology will continue reviewing options for addressing the segregation of duties. However, due to the reductions in personnel, appropriately adhering to segregation of duties will be a challenge.</p> <p>11/30/2020 Update: Interdepartmental Team (IDT) meetings established between Human Resources, Business Services, Technology, and Continuous Improvement Departments. The first meeting took place on November 4, 2020. The next meeting is scheduled for November 18, 2020, meetings will be held every other week.</p>

No.	FCMAT Finding	Status	District Response	Progress
				<p>3/1/21 Update: IDT meetings ongoing, no process change at this time.</p> <p>5/1/21 Update: The payroll process begins with a fiscal technician inputting payroll data and submitting to their Payroll Lead to review and initial the reports. The initial report is then provided to the payroll Supervisor for an additional layer of review and final approval. Once approved, the payroll is locked within the financial system. To finish the process, a separate fiscal technician and Payroll Lead review the check batch and reconciles the check numbers to the payroll. With the multi-levels of review and approval in place, the payroll department ensures the process is segregated, supervised and monitored.</p> <p><b>9/16/21 Update: In Progress</b></p>
25.	Is training on financial management and budget offered to site and department administrators who are responsible for budget management?	In Progress	<p>There has been little or no budget and fiscal training for site and department administrators who are responsible for budget management. Training is done informally and as needed or requested rather than on a regular schedule.</p> <p>The amount of expertise, access to and knowledge of the financial system vary by site and department.</p>	<p>The District's Business Office scheduled a budget/fiscal training on January 8th, 2020 from 8:30 to 9:30am for all site administrators at the Priority Initiative Meeting (Principal's Meeting). This session covered the following 3 topics: 1. how to access and understand a site budget 2. how to check on the status of a submitted requisition 3. the workflow for contracts and travel requisitions from creating a requisition to approval. The District's Business Office intends to provide regular budget/fiscal sessions at the Priority Initiative</p>

No.	FCMAT Finding	Status	District Response	Progress
				<p>Meetings. Escape trainings offered monthly to all staff.</p> <p>3/1/21 Update: Currently, trainings are provided upon request.</p> <p>5/1/21 Update: Currently, trainings are provided upon request.</p> <p><b>9/16/21 Update: In Progress</b></p>
26.	Does the governing board adopt and revise policies and administrative regulations annually?	Complete	Although board policies and administrative regulations are brought to the board sporadically for revision and/or adoption, there was no evidence of an intent to review the information annually or to ensure that it is a priority to communicate the permissions, limitations and standards of the board.	<p>Staff, in conjunction with the Board Policy Committee, has begun developing structures to ensure new and current BPs/ARs are systematically reviewed, revised, and readopted as needed.</p> <p>3/10/2020 Update: In order to maintain fiscal solvency, restore stability and address the long term financial issues, the District presented for consideration revisions to Board Policy (BP) 3100: Business and Noninstructional Operations which include: 1. The increase of the general fund expenditure reserve from the minimum 2% to a 5% reserve level. 2. One-Time funding should be used for one-time expenditures and shall only be used for an on-going expenditure as a last resort. As part of the approval of the annual budget, the Board shall consider any proposed use of One-Time funding and shall take separate action to approve such uses. BP 3100 was presented to the Board at the February 6, 2020 Board Meeting as a First Reading.</p>

No.	FCMAT Finding	Status	District Response	Progress
				<p>5/8/2020 Update: The proposed policy BP 3100 was scheduled for further Board review and discussion in March or April 2020 Board meetings but this was delayed due to the impact of the COVID-19 pandemic on District operations. BP 3100 will be presented to the Board at the May 21, 2020 Board Meeting as a First Reading for further review and discussion.</p> <p>11/30/2020 Update: The District plans to periodically bring forward a package of policies and regulations that should be adopted or revised. The next package of new/revised policies is planned for bringing forward to the Board early in the new year.</p> <p>Concerning the need to communicate out new/revised - See red-line Exhibit attached. This could be easily implemented by Cabinet promptly and without requiring Board Approval. The District has updated and formalized its process to disseminate and communicate new or revised policies and administrative regulations. The process also includes providing any training required as a result of a new or revised policy or regulation. See attached revised Exhibit Form.</p> <p>3/1/21 Update: Updated Bylaw Exhibit regarding process for approving and disseminating/communicating regarding updated policies and regulations.</p>

No.	FCMAT Finding	Status	District Response	Progress
				<p>Memorandum regarding such circulated to staff – regarding the need for departments to follow this procedure, as well as periodically review their department related policies and regulations and work with the Legal Services Department to update existing or adopt new policies.</p> <p>Finally, the above is evidenced by the recent adoption of two polices and companion regulation, and the dissemination of each to staff (BP Lactation Accommodation; BP/AR Homeless Students). Revised BP 3100 adopted at 3/4/21 Board Meeting.</p>
27.	Are newly adopted or revised policies and administrative regulations communicated to staff and implemented?	Complete	When it brings policies to the board for revision or adoption, the district has no process for communicating the information to staff or implementing the policies in detail. A communication is sent to staff after each board meeting that summarizes the meeting, but for staff to fully understand changes in board policy and administrative regulations, further detail and instructions are needed.	<p>Staff will develop a structure to ensure adoptions and revisions to policies and administrative regulations are communicated to staff once a system is in place to ensure BPs/ARs are reviewed, revised, and adopted on a regular basis.</p> <p>3/11/2020 Update: Staff is finalizing guidance regarding the process for adopting and implementing new or revised policies on a regular basis. Following cabinet and Board approval, the process will include steps for dissemination to the impacted staff, departments, and schools through appropriate memorandum, meetings, or trainings.</p> <p>5/8/2020 Update: At the upcoming board meeting in June, the District will adopt a new</p>



No.	FCMAT Finding	Status	District Response	Progress
				<p>process for implementing new or revised policies on a regular and ongoing basis. The process will include steps for dissemination to the impacted staff, departments, and schools through appropriate memorandum, meetings, or trainings.</p> <p>11/30/2020 Update: The District plans to periodically bring forward a package of policies and regulations that should be adopted or revised. The next package of new/revised policies is planned for bringing forward to the Board early in the new year.</p> <p>Concerning the need to communicate out new/revised - See red-line Exhibit attached. This could be easily implemented by Cabinet promptly and without requiring Board Approval. The District has updated and formalized its process to disseminate and communicate new or revised policies and administrative regulations. The process also includes providing any training required as a result of a new or revised policy or regulation. See attached revised Exhibit Form.</p> <p>3/1/21 Update: Updated Bylaw Exhibit regarding process for approving and disseminating/communicating regarding updated policies and regulations.</p> <p>Memorandum regarding such circulated to staff – regarding the need for departments to</p>

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				<p>follow this procedure, as well as periodically review their department related policies and regulations and work with the Legal Services Department to update existing or adopt new policies.</p> <p>Finally, the above is evidenced by the recent adoption of two polices and companion regulation, and the dissemination of each to staff (BP Lactation Accommodation; BP/AR Homeless Students). Revised BP 3100 adopted at 3/4/21 Board Meeting.</p>
28.	Does the district have board-adopted staffing ratios for certificated, classified and administrative positions?	In Progress	Staffing ratios, where documented, appear to be a result of terms in the collective bargaining agreement rather than board-adopted.	<p>The District presented staffing ratios to the Board in May. These staffing ratios were used in the development of the 2019-20 budget. Further refinements for future years will be presented to the Board. Target 10/30/2019.</p> <p>Update 11/19/19: In Progress: Board-adopted staffing ratios for certificated, classified, and administrative positions are being updated and additionally defined.</p> <p>5/8/2020 Update: The staffing ratios for fiscal year 2020-21 were completed in preparation for One Stop staffing in January 2020 which is part of the budget development process. The staffing ratios will be approved in June 2020 when the Budget for 2020-21 is approved.</p> <p>5/1/21 Update: The staffing ratios for fiscal year 2021-22 were completed in preparation for Budget Development meetings conducted</p>

No.	FCMAT Finding	Status	District Response	Progress
				<p>in January and February 2021. The staffing ratios will be approved in June 2021 when the Budget for 2021-22 is approved.</p> <p><b>9/16/21 Update: The staffing ratios were part of the 2021-22 Adopted Budget board item and this was approved at the June 24, 2021 Board Meeting.</b></p>
29.	Does the district use its facilities fully in accordance with the Office of Public School Construction's loading standards?	In Progress	Although the district has a 24-to-1 student-to-staff ratio for K-3, and follows the class size standards in its collective bargaining agreement with SCTA for the other grade levels, its facilities department estimates that the district has approximately 20% more capacity than needed for its current student enrollment. The district closed six schools in the last seven years and reopened one.	<p>A contract for Facilities Master Planning services was Board approved on June 20, 2019 and will incorporate an analysis of District capacity. The contract was awarded to DLR Group, commenced on July 1, 2019 and will be completed Spring of 2020.</p> <p>5/8/2020 Update: The assessments were delayed due to the closure of schools. Staff has been in communication with DLR to discuss progress with completion of the assessments and developing a revised timeline.</p> <p>11/30/2020 Update: New completion date is Spring 2021.</p> <p>3/1/21 Update: New completion date is Summer 2021.</p> <p>5/1/21 Update: Completion date is Summer 2021.</p> <p><b>9/16/21 Update: The FMP was completed August 2021, Board Approval expected in the Fall 2021</b></p>
30.	Does the district have an up-to-date long-range facilities master	In Progress	The district's facilities master plan was prepared by MTD Architecture in 2012 and has	The current facilities master plan was prepared by MTD Architecture in 2012. An RFQ was

No.	FCMAT Finding	Status	District Response	Progress
	plan?		not been updated since.	<p>submitted. A contract for the development of a new Facilities Master Plan (FMP) was Board approved on June 20, 2019 and will incorporate an analysis of District capacity. The contract was awarded to DLR Group, commenced on July 1, 2019 and will be completed Spring of 2020.</p> <p>5/8/2020 Update: The facility assessments are approximately 80% complete and will progress with a revised timeline. The completion of the assessments has been delayed due to the school closures.</p> <p>11/30/2020 Update: New completion date is Spring 2021.</p> <p>3/1/21 Update: New completion date is Summer 2021.</p> <p>5/1/21 Update: Completion date is Summer 2021.</p> <p><b>9/16/21 Update: The FMP was completed August 2021, Board Approval expected in the Fall 2021</b></p>
31.	Does the district account correctly for all costs related to special education (e.g., transportation, indirect costs, service providers)?	Complete	Not all appropriate costs related to special education are charged to the program, including legal fees and the full allowable indirect costs.	<p>Update: Program analysis was conducted and completed by SCOE Expert.</p> <p>11/30/2020 Update: Staff have confirmed that appropriate costs related to special education are charged to the program including indirect costs.</p>
32.	Is the district's contribution rate to special education at or below	In Progress	The district's 2018-19 budget plan indicates that its general fund contribution to special	Update: Program analysis was conducted and completed by SCOE Expert. Will be reviewed

No.	FCMAT Finding	Status	District Response	Progress
	the statewide average contribution rate?		education will be \$73,590,731 and that its total special education expenditures will be \$107,398,026, which means that its contribution will equal 68.52% of total expenditures for the program. The statewide average contribution rate is 64.5% as of 2016-17.	<p>and shared by 4/30/19. 6/5/19 Update: Final report has not been received from SCOE Expert.</p> <p>3/10/2020 Update: The 2019-20 First Interim indicates \$82,559,549 of General Fund contribution towards the Special Education restricted program. This is a percentage increase in contribution of 12%. At the January 19, 2020 Board Meeting, staff shared the work underway with special education programs and services and the implementation of the multi-tiered system of support (MTSS).</p> <p>11/30/2020 Update: Program analysis was conducted by SCOE experts, and draft findings submitted to SCOE in 2019. The Special Education department has recently undergone a reorg. There are no additional changes at this time.</p> <p>3/1/21 Update: Special Education Department completed an analysis of the historical MOE Data. The data highlights that Sacramento City Unified has consistently been below the statewide average, which is in the range of 65%. This was a result of a miscalculation of the local contribution and total expenditures as noted in the 1.2 grid provided. <a href="#">Sacramento City Unified MOE 2017-18 2018-19 2019-20</a></p> <p>Federal 10,046,238 10,317,456 10,296,631 State 41,487,253 46,582,841 47,634,332</p>

No.	FCMAT Finding	Status	District Response	Progress
				Local 12,115,380 11,274,010 10,015,491 Local Contribution 64,868,198 70,705,641 69,911,735 Total SpEd Expenditures 128,517,069 138,879,948 137,858,189 Local Contribution as % of Total Expenditures 50% 51% 51% Funding Source as % of Total Expenditures Federal % 8% 7% 7% State % 32% 34% 35% Local % 900% 8% 7% Local Contribution as % of Total 50% 51% 51% Total SpEd Expenditures 100% 100% 100% <b>9/16/21 Update: In Progress</b>
33.	Is the district's rate of identification of students as eligible for special education comparable with countywide and statewide average rates?	In Progress	The district has an identification rate of 14.5%, while the statewide average identification rate is 11.5% and the countywide identification rate is 12.3%.	Update: Program analysis was conducted and completed by SCOE Expert. 11/30/2020 Update: Program analysis was conducted by SCOE expert, and draft findings submitted to SCOE in 2019. The Special Education department has recently undergone a reorg. There are no additional changes at this time. 3/1/21 Update: The Fall 1 reporting window highlights that the District's current rate of identification of students as eligible for special education is 16.3%. <b>9/16/21 Update: In Progress</b>
34.	Does the district analyze and plan for the costs of due process hearings?	In Progress	The district analyzes the incidence and cost of due process hearings. Employees interviewed stated that the current budgeted amount for	Update: Program analysis was conducted and completed by SCOE Expert. 11/30/2020 Update: Program analysis was

No.	FCMAT Finding	Status	District Response	Progress
			<p>due process hearings is insufficient and that the district would be increasing the shortfall during the next budget cycle. The average cost of a due process settlement has doubled in the last five years.</p>	<p>conducted by SCOE expert, and draft findings submitted to SCOE in 2019. The Special Education department has recently undergone a reorg. There are no additional changes at this time.</p> <p>3/1/21 Update: The Special Education Department has designed an online tracking system for evaluating costs and management of current legal matters, including due process and settlement agreement management. The Department is in the process of collaborating with other departments, legal and fiscal to populate the system.</p> <p><b>9/16/21 Update: In Progress</b></p>
35.	Has the district corrected all audit findings?	Complete	<p>The district has only partially implemented the findings related to student body funds and student attendance from the 2015, 2016 and 2017 audits. Student body findings identified in the 2015 audit have been reported as partially implemented through the 2017 audit; student attendance findings, identified in 2016, have not been implemented as of the 2017 audit.</p>	<p>The District has partially implemented corrective actions for the student body fund findings identified beginning with the 2015 audit and the student attendance findings identified beginning with the 2016 audit. Findings have occurred each fiscal year since there is a rotation of school sites audited each fiscal year as well as turnover in site staff. Training is provided directly to school sites with findings. Also, ongoing trainings to all sites are provided throughout the fiscal year at both school sites and the district office to assist staff.</p> <p>5/12/2020 Update: The District did not have</p>

No.	FCMAT Finding	Status	District Response	Progress
				any student body funds or attendance audit findings in the 2018-19 audit report. The student body funds and attendance findings included from the 2015, 2016, and 2017 audit reports were updated in the 2018-19 audit report as implemented.
36.	Is the superintendent's evaluation performed according to the terms of the contract	Complete	<p>FCMAT was not able to obtain evidence that the superintendent has received any evaluations since he was hired. His contract states:</p> <p>The Board shall evaluate the Superintendent in writing each year of this agreement. The evaluation shall be based on this agreement, the duties of the position, the 2016-2021 Strategic Plan, policy goals for the District, and other goals and objectives through a collaborative process with the Superintendent. The Superintendent and a committee of the Board will develop the evaluation instrument upon which the superintendent shall be evaluated. The Board shall approve the evaluation instrument and metrics by which to evaluate the Superintendent. The annual evaluation shall be completed based on a timeline determined by the Board.</p> <p>Subsequent to fieldwork, FCMAT was notified</p>	The current superintendent has been provided with evaluations as outlined in his contract.



No.	FCMAT Finding	Status	District Response	Progress
			that the superintendent’s initial evaluation was to be voted on by the governing board on December 6, 2018.	
37.	Does the district include facility needs when adopting a budget?	Complete	The district discusses districtwide facility needs whenever it sells general obligation bonds, which occurs approximately every two years; this does not occur on the same cycle as budget adoption.	The district discusses districtwide facility needs whenever it sells general obligation bonds, which occurs approximately every two years; this does not occur on the same cycle as budget adoption, but the district does allocate 3 percent of general fund expenditures to the Routine Repair and Maintenance account to address facility maintenance needs.
38.	Is the district using the same financial system as its county office of education?	Complete	The county office of education uses Quintessential Control Center (QCC) (part of the Quintessential School Systems financial system) and the district uses Escape.	SCOE staff were trained by District staff on accessing data, data entry, and how to run reports. SCOE is currently working in ESCAPE for our District.
39.	If the district is using a separate financial system from its county office of education and is not fiscally independent, is there an automated interface with the financial system used by the county office of education?	Complete	There is no automated interface between the two systems. When the district processes payroll and accounts payable warrants, information related to these transactions is uploaded to the county via a file transfer protocol (FTP). This process is started manually once payroll and accounts payable warrant processing is complete. No other electronic interface exists between the two systems.	SCOE is currently working in Escape for District oversight and data entry.

No.	FCMAT Finding	Status	District Response	Progress
40.	If the district is using a separate financial system from its county office of education, has the district provided the county office with direct access so the county office can provide oversight, review and assistance?	Complete	The county office of education has not been able to access the district's Escape system online, but conversations continue between the two agencies about how this will be accomplished. The software needed to access the Escape system has been installed on some systems at the county office, but there has been no training. The county office has had to create a second set of books for the district in its QCC system so it can attempt to monitor financial transactions and balances at the major object level. This requires much manual entry by county office staff since the district sends the county office only limited data related to warrant processing.	SCOE now has access to and training in Escape and is working in the system. SCOE and District staff are developing the process of reconciling in Escape.
41	Does the district account for all positions and costs?	Complete	The district must improve its position control process. The district currently uses the same position control number for multiple positions, and for full-time equivalent (FTE) positions that have the same title, instead of creating a unique position control number for each board-approved position or FTE. The district's current practice leads to lack of clarity about which positions are being filled and about the site to which each belongs, because the same position number can exist at multiple sites if the same title is assigned. The district needs to use a unique identifier, or position control number, for each board-authorized position.	Staff has negotiated with Escape to receive no-cost support to expedite implementation of the position control changes recommended by FCMAT. To be completed by 7/1/2019. 6/12/19 Update: Interdepartmental project team has concluded extensive testing of the technical solution and obtained approval from the Executive Cabinet to proceed with implementation in the production environment. Roll-out of new position control system planned for the week of June 17, 2019. Update 7/22/19: Position Control conversion completed. Although the Position Control (PC) conversion has been completed, the District is

No.	FCMAT Finding	Status	District Response	Progress
			<p>Another area to improve on in the position control process involves the ramifications of the one-stop process, because confusion often arises when employees are transferred between sites and departments without a paperwork trail since the information was input directly into the system and the typical forms are not used during one-stop meetings. In addition, as employee transfers and changes are discussed and made later in the year, position control system information about which positions are open and about employees' work locations is often found to be inaccurate. Because paperwork is not generated during one-stop meetings, it is often more difficult to determine the history and details of past decisions.</p>	<p>continuing to implement additional PC features and provide staff training on these features. Recent progress includes using Escape to analyze the changes in FTE from a past reporting period to the current reporting period; this was implemented November 15, 2019 with the assistance of the SCOE fiscal advisor. The next Escape tool to be implemented is budgeting for vacancies. The SCOE fiscal advisor introduced this feature to District staff on November 15, 2019 and the plan is to have this implemented for use by 2nd Interim. Escape's budgeting for vacancies feature will improve the accuracy and efficiency.</p>
42.	<p>Does the district use a budget development method other than a rollover budget, and if so, does that method include tasks such as review of prior year estimated actuals by major object code and removal of one-time revenues and expenses? (part 1)</p>	Complete /Ongoing	<p>Although the district uses a one-stop method for budget development rather than a rollover budget, it appears that the primary driving force behind this method is to develop a list of employees who will receive a preliminary layoff notice on March 15 rather than to truly develop a reliable budget. The budget development process needs to be further refined so that all revenues and expenditures are reviewed and adjusted, not only those budgets with larger staffing allocations. A comprehensive budget development process</p>	<p>Monthly reviews are conducted of the District's Revenues and Expenditures. 3/23/2020 Update: The District will be utilizing budget models in Escape for budget development. Budget staff will analyze the budget and compare it to prior year estimated actuals by major object. One time revenue and expenses will be removed during this process.</p>

No.	FCMAT Finding	Status	District Response	Progress
			is needed for the entire budget to ensure all revenues and expenditures are understood and used according to the district's goals and objectives.	
43.	Does the district use a budget development method other than a rollover budget, and if so, does that method include tasks such as review of prior year estimated actuals by major object code and removal of one-time revenues and expenses? (part 2)	Complete	The district uses its one-stop method in January and February. During that time, site administrators and department managers are scheduled to meet in a district office conference room on days set aside for that specific site or department. The site administrators and department managers are provided a funding estimate from the business department, then work collaboratively with the business and human resources staff (using updated staffing costs) to determine staffing and other expenditure levels for the upcoming budget year. All information is input into the financial system during the meeting, and because appropriate approval authorities are physically in the conference room, approvals are obtained and actual staffing is determined for the next fiscal year. This is a more expedited process than the typical routing of position change forms between departments to obtain various approvals, and it ensures that staffing decisions, and thus layoff notices for the next school year, are determined by the March 15 deadline.	Ongoing: Personnel Requisitions are now required for all changes, signed off by the Business Office and submitted to H.R. for processing.

No.	FCMAT Finding	Status	District Response	Progress
			<p>The above process is efficient for meeting the March 15 deadline. However, not all budgets are assessed using this method. As additional staffing decisions are made during other one-stop meetings, or even after budget development ends, confusion can arise when employees are transferred between sites and departments without a paperwork trail since the information was input directly into the system and the typical forms are not used at the one-stop meetings.</p>	
44.	<p>Has the district's budget been approved unconditionally by its county office of education in the current and two prior fiscal years?</p>	Complete	<p>Although the district's budgets were approved by the county office in 2016-17 and 2017-18, the district's 2018-19 adopted budget was not approved. The district submitted a revised budget dated October 4, 2018, which the county office disapproved on October 11, 2018.</p>	<p>Fiscal Recovery Plan submitted with Second Interim and presented at the March 21 Board Meeting. SCOE Vetted.</p>
45.	<p>Are clear processes and policies in place to ensure that the district's Local Control and Accountability Plan (LCAP) and budget are aligned with one another? (part 1)</p>	Complete	<p>No evidence was provided that the LCAP and the budget are aligned with one another. Information obtained during interviews indicates that the business department has not been engaged in the LCAP process in the past, although the current administration plans to work with teams to integrate the work more closely.</p>	<p>6/5/19 Update: 1. LCAP/Budget staff schedule quarterly meetings to review milestones and project goals. (Dates: 9/24/18, 12/19/18, 4/5/19, 4/16/19) 2. School site budgets are now aligned to the LCAP goals and state priorities in the California School Dashboard as part of the One-Stop Staffing process. 7/23/19 Update: 1. The budget office and LCAP staff worked closely in developing the public hearing and</p>

No.	FCMAT Finding	Status	District Response	Progress
				<p>board adoption documents for both the June 6th and June 20th board meetings. There was an intentional effort to make sure numbers tied in both the LCAP and budget presentations.</p> <p>2. A cross department group of staff from State and Federal, LCAP, school leadership and fiscal met June 27-28 to debrief and identify lessons learned in the LCAP, Budget, SPSA and continuous improvement process integration effort. The goal is to apply these learnings for the 2020-2021 budget, LCAP and SPSA processes with a focus on continuous improvement</p>
46.	Does the district develop and use written budget assumptions and projections that are reasonable, are aligned with the Common Message or county office of education instructions, and have been clearly articulated?	Complete	Guidance provided in the May Revision Common Message stated that districts were “not to balance their budgets based on one-time revenues.” The narrative included with the district’s 2018-19 budget presented to its governing board on June 21, 2018 states that the district is using “\$13.2 million of one-time funds to meet the increase of labor contract negotiations.” The district cited and used appropriate assumptions related to percentages and amounts per unit of average daily attendance (ADA); however, the district did not follow the guidance included in the Common Message, the governor’s statement about one-time funds, or other industry-	<p>This is no longer the philosophy of the Superintendent or Board beginning July 1, 2018. The revised adopted budget was taken to the Board in October 2018.</p> <p>3/10/2020 Update: In order to maintain fiscal solvency, restore stability and address the long term financial issues, the District presented for consideration revisions to Board Policy (BP) 3100: Business and Noninstructional Operations which include: 1. The increase of the general fund expenditure reserve from the minimum 2% to a 5% reserve level. 2. One-Time funding should be used for one-time expenditures and shall only be used for an on-going expenditure as a last resort. As part of</p>

No.	FCMAT Finding	Status	District Response	Progress
			<p>standard guidance, which expressly state not to budget one-time funding for ongoing costs. That one-time funding was an estimated \$344 per ADA at that time. The approved state budget enacted subsequent to the May Revision decreased the one-time per-ADA funding amount from an estimated \$344 per ADA to \$185 per ADA, which created an approximately \$7.4 million deficit in the district's 2018-19 budget due to the district's action to fully commit the one-time funds to ongoing costs. This action will also have severe impacts on future years because the one-time funding will likely be unavailable to the district, leaving a \$13.2 million deficit moving forward.</p>	<p>the approval of the annual budget, the Board shall consider any proposed use of One-Time funding and shall take separate action to approve such uses. BP 3100 was presented to the Board at the February 6, 2020 Board Meeting as a First Reading. 5/8/2020 Update: The proposed policy BP 3100 was scheduled for further Board review and discussion in March or April 2020 Board meetings but this was delayed due to the impact of the COVID-19 pandemic on District operations. BP 3100 will be presented to the Board at the May 21, 2020 Board Meeting as a First Reading for further review and discussion.</p> <p>Update 11/30/2020: BP 3100 was presented at the June 18, 2020 and June 25, 2020 Board Meeting as a Second Reading. Revised drafts will be presented at a Board Meeting not later than January 2021.</p> <p>3/1/21: Revised BP 3100 adopted at 3/4/21 Board Meeting.</p>
47.	When appropriate, does the district budget and expend restricted funds before unrestricted funds?	Complete	<p>The district's restricted general fund ending fund balance increased from \$4,456,029 in 2014-15 to \$10,224,117 in 2017-18. This indicates unrestricted funds are being expended before restricted funds, which creates a potential liability because the district may be required to return unspent restricted funds to the grantor.</p>	Ongoing: Monthly monitoring

No.	FCMAT Finding	Status	District Response	Progress
48.	Does the district forecast its cash receipts and disbursements at least 18 months out, updating the actuals and reconciling the remaining months to the budget monthly to ensure cash flow needs are known?	Complete	During interviews, staff indicated that the accountant prepares the cash flow for a 24-month period. However, it was not being relied on because major concerns had been expressed regarding the accuracy of the information. During FCMAT's visit a separate cash calculation and projection was prepared by the county office's fiscal advisor that concluded that the district will become cash insolvent in October 2019 based on current budget projections. This projection was different and showed more cash deficiency than the district-prepared cash flow projection. A more recent cash flow projection prepared by the district for 2018-19 first interim shows the cash insolvency date as November 2019, one month later than the projection prepared during FCMAT's fieldwork.	SCOE and staff have agreed on cash flow methodologies. SCOE will continue to do a secondary review.
49.	If the district has deficit spending in funds other than the general fund, has it included in its multiyear projection any transfers from the general fund to cover the deficit spending?	Complete	Although the district's multiyear financial projection includes transfers from the general fund to cover deficit spending in other funds, FCMAT believes that those transfers are inadequate based on prior year deficits. Without a specific plan to reduce deficit spending, specifically in the child development fund, the budgeted transfers are likely inadequate to cover the increasing costs of salaries and benefits.	Board took action to reduce the size of the Child Development program by returning slots to the grantor (SETA) and thus the contribution to the Child Development program.



No.	FCMAT Finding	Status	District Response	Progress
			<p>Based on unaudited actuals data, the following transfers were made from the general fund to the child development fund:</p> <p>2015-16: \$1,500,000  2016-17: \$322,344  2017-18: \$502,296</p> <p>Based on 2018-19 Standardized Account Code Structure (SACS) data, transfers to the child development fund are projected to be as follows:</p> <p>2018-19: \$2,345,207  2019-20: \$382,178  2020-21: \$382,178</p> <p>Assuming revenue and spending patterns remain the same, even if the current projected transfers of \$382,178 in 2019-20 and 2020-21 are included, the district's shortfall in cash would be as follows:</p> <p>2019-20: (\$791,940.93)  2020-21: (\$2,754,969.93)</p> <p>The district must develop a plan to ensure its expenditures are equal to or less than expected revenues, but until that time it must ensure that its budget is revised to include adequate transfers to all funds, including the</p>	

No.	FCMAT Finding	Status	District Response	Progress
			<p>child development fund, so they have adequate cash to close the fiscal year. Unless an approved plan to reduce spending, or increase revenues, is implemented in 2018-19, these shortfalls in 2019- 20 and 2020-21 will increase the district’s liabilities and further increase its projected general fund deficits. If this increased deficit is not remedied in 2018-19, it could cause the district to become cash insolvent prior to November 2019, based on current budget projections.</p>	
50.	<p>Has the district’s enrollment been increasing or stable for the current and three prior years?</p>	Complete	<p>The district’s enrollment has been declining for the last 15 years.</p>	<p>Adopted FCMAT recommendation of using Cohort Survival Method for staffing and enrollment purposes.</p>
51.	<p>Are the district’s enrollment projection and assumptions based on historical data, industry-standard methods, and other reasonable considerations?</p>	Complete	<p>The district tracked the number of children who enter kindergarten as a percentage of countywide live births five years earlier to project kindergarten enrollment for the 2018-19 school year.</p> <p>However, to project enrollment in grades one through 12 for the same period, it used simple grade level progression rather than the more commonly used cohort survival method.</p> <p>The cohort survival method groups students by grade level upon entry and tracks them through each year they stay in school. This method evaluates the longitudinal relationship</p>	<p>Adopted FCMAT recommendation of using Cohort Survival Method for staffing and enrollment purposes.</p>

No.	FCMAT Finding	Status	District Response	Progress
			<p>of the number of students passing from one grade to the next in a subsequent year. This method more closely accounts for retention, dropouts and students transferring to and from a school or district by grade. Although other enrollment forecasting techniques are available, the cohort survival method usually is the best choice for local education agencies because of its sensitivity to incremental changes to several key variables including:</p> <ul style="list-style-type: none"> <li>* Birth rates and trends.</li> <li>* The historical ratio of enrollment progression between grade levels. Changes in educational programs.</li> <li>* Migration patterns.</li> <li>* Changes in local and regional demographics.</li> </ul>	
52.	Does the district ensure that one-time revenues do not pay for ongoing expenditures?	Complete	<p>As mentioned in the budget development section of this analysis, the district stated in its 2018-19 budget narrative that one-time funding was used to pay for salary increases. This action will also have severe effects on the budget in future years because the one-time funding will likely not be available to the district, leaving a \$13.2 million deficit moving forward.</p>	<p>3/10/2020 Update: BP 3100 was presented to the Board at the February 6, 2020 Board Meeting as a First Reading. One-Time funding should be used for one-time expenditures and shall only be used for an on-going expenditure as a last resort. As part of the approval of the annual budget, the Board shall consider any proposed use of One-Time funding and shall take separate action to approve such uses.</p> <p>5/8/2020 Update: The proposed policy BP 3100 was scheduled for further Board review and discussion in March or April 2020 Board</p>

No.	FCMAT Finding	Status	District Response	Progress
				<p>meetings but this was delayed due to the impact of the COVID-19 pandemic on District operations. BP 3100 will be presented to the Board at the May 21, 2020 Board Meeting as a First Reading for further review and discussion. 11/30/2020 Update: BP 3100 was presented at the June 18, 2020 and June 25, 2020 Board Meeting as a Second Reading. Revised drafts will be presented at a future Board Meeting not later than January 2021.</p> <p>3/1/21: Revised BP 3100 adopted at 3/4/21 Board Meeting.</p>
53.	Does the district consistently account for all program costs, including allowable indirect costs, for each restricted resource?	Complete	<p>The district does not charge allowable indirect costs to special education, and as a result there is underreporting of the total cost of the program. If the indirect cost rate of 4.21% for 2018-19 were applied to the district's 2018-19 annual special education expenditures of \$107,398,026, the resulting allowable indirect cost would be \$4,521,457. The district's total actual indirect charge for special education has been approximately \$100,000 per year. The industry-standard practice is to consistently account for indirect costs in all restricted resources, including special education. The district is not correctly identifying the true cost of its special education programs.</p>	<p>The 2019/20 Proposed Budget includes charging indirect to all appropriate grants.</p>

No.	FCMAT Finding	Status	District Response	Progress
54.	Is training on the budget and governance provided to board members at least every two years?	Complete	There was no evidence that budget or governance training is provided to board members regularly.	The Superintendent has been conducting Board Learning Sessions. Board governance trainings has been an ongoing and regular practice for the Board of Education for the past two years. Budget trainings have not previously been provided outside of the regular meeting setting over the past couple of years, but will begin with the 2019-20 academic year.
55.	Does the district use its most current multiyear projection when making financial decisions?	Complete	It appears that the district used multiyear projections when making financial decisions until the 2017-18 fiscal year, but that this practice ceased in that year, during which it also entered into a multiyear agreement with the SCTA (December 7, 2017) that granted ongoing salary increases without a budget reduction plan to maintain minimum reserves through 2020-21.	Current budget philosophy is to understand fourth year budget implications of financial decisions.
56.	Are the sources of repayment for non-voter-approved debt stable {such as certificates of participation (COPs), bridge financing, bond anticipation notes (BANS), revenue anticipation notes (RANS) and others}, predictable, and other than unrestricted general fund?	Complete	The district has \$67,920,000 in outstanding lease revenue bonds. The annual debt service payment is approximately \$5,400,000 and continues through fiscal year 2025-26. The annual debt service payments are made from a combination of unrestricted general fund revenue and developer fees.	Debt payment transferred outside of the General Fund to Mello Roos tax collections.

No.	FCMAT Finding	Status	District Response	Progress
57.	Does the district analyze and adjust staffing based on staffing ratios and enrollment?	Complete	<p>The district did not provide evidence that regular analysis of staffing ratios is compared with actual enrollment or that adjustments are made in accordance with sites' or departments' needs after the one-stop budget and staffing process occurs in January or February of each year during the budget development process. During one-stop, because the primary purpose appears to be developing the March 15 notice list, staffing ratios are compared against enrollment projections, and staffing is scheduled accordingly.</p> <p>Although this process is efficient for meeting the March 15 deadline as well as initial budget development projections, the decisions made during one-stop need to be reassessed as the year proceeds and actual enrollment numbers are known.</p>	Yes. Allocations to staffing are based on contract class size ratios and adopted Cohort Survival Method for enrollment projections.
58.	Does the district reconcile budget, payroll and position control regularly, meaning at least at budget adoption and interim reporting periods?	Complete	It is best practice to have a position control system that is integrated with, or at least reconciled with, budget, payroll and human resources records. The district does not reconcile these records regularly to ensure that its budget represents the amount the district should set aside for such costs. In interviews, employees indicated that the number of open positions shown in financial	Position Control true-up conducted with the support of SCOE fiscal experts. Regular bi-weekly meetings are now being conducted to ensure position control is reconciled.

No.	FCMAT Finding	Status	District Response	Progress
			<p>reports is usually inflated.</p> <p>At interim reporting times, the district identifies variances between budgeted and actual amounts, and salary and benefit budgets are often revised based on that analysis. By contrast, standard industry practice is to reconcile actual human resources and payroll records to ensure that only open, authorized positions are shown as such in the budget; if an open position exists that should be closed, the appropriate paperwork is completed to do so, and the budget is updated.</p>	
59.	Does the governing board approve all new positions before positions are posted?	Complete	The governing board approves new positions after employees have been hired rather than when the position is vacant or posted.	New process established: Cabinet Member to bring forth new positions to the Cabinet meeting for review and discussion. If allowed, the new position moves forward to Deputy and Superintendent for approval. Approved position is then submitted to the Budget department for assignment of position control identifying number. Budget then sends completed position requisition to H.R. for posting (Business Process Map was created for this new process and is currently being revised).
60.	Do managers and staff responsible for the district's human resources, payroll and	Complete	Staff indicated that those responsible for human resources, payroll and budget meet two times per year. Scheduled meetings	H.R. and Business Services now meet bi-monthly.

No.	FCMAT Finding	Status	District Response	Progress
	budget functions meet regularly to discuss issues and improve processes?		should be conducted at least monthly to resolve ongoing issues and problems, as well as improve processes, between the departments.	



**2020-2021**  
**Year End Financial Report Unaudited Actuals**

**For the Period Ending June 30, 2021**



**Guiding Principle**

All students graduate with the greatest number  
of post-secondary choices from the widest array of options.

Board of Education  
September 16, 2021

# **Sacramento City Unified School District**

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Unaudited Actuals  
FINANCIAL REPORTS  
2020-21 Unaudited Actuals  
Summary of Unaudited Actual Data Submission

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	55.57%
	CEA Deficiency Amount Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	\$0.00
ESMOE	Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Determination If MOE Not Met, the 2022-23 apportionment may be reduced by the lesser of the following two percentages: MOE Deficiency Percentage - Based on Total Expenditures MOE Deficiency Percentage - Based on Expenditures Per ADA	MOE Met
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1 If this amount is not zero, it represents an increase to your Appropriations Limit. The Department of Finance must be notified of increases within 45 days of budget adoption.  Adjusted Appropriations Limit Appropriations Subject to Limit These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	\$0.00
		\$295,464,292.50
		\$295,464,292.50
ICR	Preliminary Proposed Indirect Cost Rate Fixed-with-carry-forward indirect cost rate for use in 2022-23, subject to CDE approval.	3.52%

1/15/2021

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2020-21 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed: \_\_\_\_\_  
Clerk/Secretary of the Governing Board  
(Original signature required)

Date of Meeting: Sep 16, 2021

To the Superintendent of Public Instruction:

2020-21 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed: \_\_\_\_\_  
County Superintendent/Designee  
(Original signature required)

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

For additional information on the unaudited actual reports, please contact:

For County Office of Education:

For School District:

Sharmila Laporte

Rose Ramos

Name

Name

Sharmila Laporte

Chief Business Officer

Title

Title

916-228-2294

916-643-9055

Telephone

Telephone

slaporte@scoe.net

rose-f-ramos@scusd.edu

E-mail Address

E-mail Address

Description	2020-21 Unaudited Actuals			2021-22 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>A. DISTRICT</b>						
<b>1. Total District Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	38,219.84	38,219.84	38,219.84	37,547.13	37,547.13	38,219.84
<b>2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
<b>3. Total Basic Aid Open Enrollment Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
<b>4. Total, District Regular ADA (Sum of Lines A1 through A3)</b>	38,219.84	38,219.84	38,219.84	37,547.13	37,547.13	38,219.84
<b>5. District Funded County Program ADA</b>						
a. County Community Schools	75.40	75.40	75.40	75.40	75.40	75.40
b. Special Education-Special Day Class	25.54	25.54	25.54	25.54	25.54	25.54
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0.00
d. Special Education Extended Year	3.93	3.93	3.93	3.93	3.93	3.93
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
<b>g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)</b>	104.87	104.87	104.87	104.87	104.87	104.87
<b>6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)</b>	38,324.71	38,324.71	38,324.71	37,652.00	37,652.00	38,324.71
<b>7. Adults in Correctional Facilities</b>						
<b>8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Description	2020-21 Unaudited Actuals			2021-22 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>B. COUNTY OFFICE OF EDUCATION</b>						
<b>1. County Program Alternative Education Grant ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>2. District Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
<b>g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>4. Adults in Correctional Facilities</b>						
<b>5. County Operations Grant ADA</b>						
<b>6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Description	2020-21 Unaudited Actuals			2021-22 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>C. CHARTER SCHOOL ADA</b>						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
<b>FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.</b>						
<b>1. Total Charter School Regular ADA</b>						
<b>2. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>3. Charter School Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.</b>						
<b>5. Total Charter School Regular ADA</b>	1,722.97	1,722.97	1,722.97	1,617.14	1,617.14	1,617.14
<b>6. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>7. Charter School Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)</b>	1,722.97	1,722.97	1,722.97	1,617.14	1,617.14	1,617.14
<b>9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)</b>	1,722.97	1,722.97	1,722.97	1,617.14	1,617.14	1,617.14



Current Expense Formula/Minimum Classroom Compensation

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	213,345,658.57	301	1,747.53	303	213,343,911.04	305	545,608.91	545,608.91	307	212,798,302.13	309
2000 - Classified Salaries	62,484,308.38	311	1,140,258.21	313	61,344,050.17	315	5,507,164.11	5,621,131.44	317	55,722,918.73	319
3000 - Employee Benefits	177,007,076.80	321	21,004,602.54	323	156,002,474.26	325	4,415,050.66	4,508,060.72	327	151,494,413.54	329
4000 - Books, Supplies Equip Replace. (6500)	60,643,058.21	331	569,764.90	333	60,073,293.31	335	7,374,485.02	15,562,699.71	337	44,510,593.60	339
5000 - Services... & 7300 - Indirect Costs	75,524,144.91	341	610,301.39	343	74,913,843.52	345	28,524,642.43	34,507,635.37	347	40,406,208.15	349
TOTAL					565,677,572.30	365	TOTAL			504,932,436.15	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

\* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)		Object	EDP No.
1. Teacher Salaries as Per EC 41011.		1100	375
2. Salaries of Instructional Aides Per EC 41011.		2100	380
3. STRS.		3101 & 3102	382
4. PERS.		3201 & 3202	383
5. OASDI - Regular, Medicare and Alternative.		3301 & 3302	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans).		3401 & 3402	385
7. Unemployment Insurance.		3501 & 3502	390
8. Workers' Compensation Insurance.		3601 & 3602	392
9. OPEB, Active Employees (EC 41372).		3751 & 3752	393
10. Other Benefits (EC 22310).		3901 & 3902	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10).			395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2.			
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted).			396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*.			396
14. TOTAL SALARIES AND BENEFITS.			397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372.			55.57%
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

**PART III: DEFICIENCY AMOUNT**

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)	55.00%
2. Percentage spent by this district (Part II, Line 15)	55.57%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	0.00%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	504,932,436.15
5. Deficiency Amount (Part III, Line 3 times Line 4)	0.00

**PART IV: Explanation for adjustments entered in Part I, Column 4b (required)**

Excluded resource 3210 - ESSER I funds because it is not incurring any teacher expenditures, classified instructional salaries and benefits were removed from the part II and included in 13b.

## GENERAL FUND

### **General Fund Definition**

The General Fund is the general operating fund of the District and accounts for all revenues and expenditures of the District not encompassed within other funds. All general tax revenues and other receipts that are not allocated by law or contractual agreement to some other fund are accounted for in this fund. General operating expenditures and the capital improvement costs that are not paid through other funds are paid from the General Fund. The General Fund also contains categorical programs such as Educator Effectiveness, Every Student Succeeds Act (ESSA), Title I, After School Education and Safety (ASES) and others.

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	410,536,364.20	2,146,372.00	412,682,736.20	430,509,685.00	2,240,374.00	432,750,059.00	4.9%
2) Federal Revenue		8100-8299	308,264.68	106,543,983.35	106,852,248.03	156,000.00	46,037,653.61	46,193,653.61	-56.8%
3) Other State Revenue		8300-8599	8,351,755.71	91,194,176.04	99,545,931.75	7,370,623.00	66,569,094.55	73,939,717.55	-25.7%
4) Other Local Revenue		8600-8799	6,304,879.85	1,366,384.23	7,671,264.08	5,769,588.89	616,056.43	6,385,645.32	-16.8%
5) TOTAL, REVENUES			425,501,264.44	201,250,915.62	626,752,180.06	443,805,896.89	115,463,178.59	559,269,075.48	-10.8%
<b>B. EXPENDITURES</b>									
1) Certificated Salaries		1000-1999	158,168,435.55	55,177,223.02	213,345,658.57	166,630,868.73	59,174,982.87	225,805,851.60	5.8%
2) Classified Salaries		2000-2999	35,460,712.23	27,023,596.15	62,484,308.38	36,428,672.59	25,291,642.64	61,720,315.23	-1.2%
3) Employee Benefits		3000-3999	107,972,439.22	69,034,637.58	177,007,076.80	118,719,396.79	70,609,747.90	189,329,144.69	7.0%
4) Books and Supplies		4000-4999	8,304,755.06	52,266,840.43	60,571,595.49	13,001,548.29	16,442,650.64	29,444,198.93	-51.4%
5) Services and Other Operating Expenditures		5000-5999	21,703,778.36	54,832,500.55	76,536,278.91	25,422,454.75	56,623,418.16	82,045,872.91	7.2%
6) Capital Outlay		6000-6999	137,149.24	4,286,152.57	4,423,301.81	72,200.00	1,709,321.79	1,781,521.79	-59.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,276,082.43	0.00	1,276,082.43	1,150,000.00	0.00	1,150,000.00	-9.9%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(5,905,388.07)	4,893,254.07	(1,012,134.00)	(7,067,842.24)	5,767,662.24	(1,300,180.00)	28.5%
9) TOTAL, EXPENDITURES			327,117,964.02	267,514,204.37	594,632,168.39	354,357,298.91	235,619,426.24	589,976,725.15	-0.8%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			98,383,300.42	(66,263,288.75)	32,120,011.67	89,448,597.98	(120,156,247.65)	(30,707,649.67)	-195.6%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In		8900-8929	2,169,080.00	0.00	2,169,080.00	2,316,301.00	0.00	2,316,301.00	6.8%
b) Transfers Out		7600-7629	1,430,985.02	0.00	1,430,985.02	266,000.00	0.00	266,000.00	-81.4%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(80,112,384.21)	80,112,384.21	0.00	(98,193,763.00)	98,193,763.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(79,374,289.23)	80,112,384.21	738,094.98	(96,143,462.00)	98,193,763.00	2,050,301.00	177.8%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			19,009,011.19	13,849,095.46	32,858,106.65	(6,694,864.02)	(21,962,484.65)	(28,657,348.67)	-187.2%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	84,699,102.92	8,349,507.89	93,048,610.81	103,708,114.11	22,198,603.35	125,906,717.46	35.3%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			84,699,102.92	8,349,507.89	93,048,610.81	103,708,114.11	22,198,603.35	125,906,717.46	35.3%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			84,699,102.92	8,349,507.89	93,048,610.81	103,708,114.11	22,198,603.35	125,906,717.46	35.3%
2) Ending Balance, June 30 (E + F1e)			103,708,114.11	22,198,603.35	125,906,717.46	97,013,250.09	236,118.70	97,249,368.79	-22.8%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	225,000.00	0.00	225,000.00	0.00	0.00	0.00	-100.0%
Stores		9712	104,480.38	0.00	104,480.38	0.00	0.00	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted									
		9740	0.00	22,198,603.35	22,198,603.35	0.00	11,135,727.50	11,135,727.50	-49.8%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	57,976,955.18	0.00	57,976,955.18	51,282,091.18	0.00	51,282,091.18	-11.5%
2021-22 LCAP Supplemental/Concentrat	0000	9780	4,934,619.00		4,934,619.00				
2021-22 Projected Deficit	0000	9780	6,694,864.00		6,694,864.00				
2022-23 Projected Deficit	0000	9780	18,217,212.00		18,217,212.00				
2023-24 Projected Deficit	0000	9780	24,926,753.00		24,926,753.00				
MAA Carryover	0000	9780	837,733.21		837,733.21				
School Site Supp/Concentration Carryov.	0000	9780	1,400,000.00		1,400,000.00				
Donations/Lost Textbooks Carryover	0000	9780	965,773.97		965,773.97				
2022-23 Projected Deficit	0000	9780				18,217,212.00		18,217,212.00	
2023-24 Projected Deficit	0000	9780				24,926,753.00		24,926,753.00	
2021-22 LCAP Supplemental/Concentrat	0000	9780				4,934,619.00		4,934,619.00	
MAA Carryover	0000	9780				837,733.21		837,733.21	
School Site Supp/Concentration Carryov.	0000	9780				1,400,000.00		1,400,000.00	
Donations/Lost Textbooks Carryover	0000	9780				965,773.97		965,773.97	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	11,907,405.00	0.00	11,907,405.00	11,727,858.00	0.00	11,727,858.00	-1.5%
Unassigned/Unappropriated Amount			33,494,273.55	0.00	33,494,273.55	34,003,300.91	(10,899,608.80)	23,103,692.11	-31.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>G. ASSETS</b>									
1) Cash									
a) in County Treasury		9110	136,897,459.72	21,364,492.74	158,261,952.46				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	65,145.44	0.00	65,145.44				
c) in Revolving Cash Account		9130	225,000.00	0.00	225,000.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	8,421,392.31	17,493,055.49	25,914,447.80				
4) Due from Grantor Government		9290	13,875,842.00	23,133,784.21	37,009,626.21				
5) Due from Other Funds		9310	5,108,259.28	12,865.24	5,121,124.52				
6) Stores		9320	104,480.38	0.00	104,480.38				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			164,697,579.13	62,004,197.68	226,701,776.81				
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
<b>I. LIABILITIES</b>									
1) Accounts Payable		9500	57,311,111.86	23,113,786.83	80,424,898.69				
2) Due to Grantor Governments		9590	260,176.29	1,806,475.06	2,066,651.35				
3) Due to Other Funds		9610	3,418,176.87	4,302,126.06	7,720,302.93				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	10,583,206.38	10,583,206.38				
6) TOTAL, LIABILITIES			60,989,465.02	39,805,594.33	100,795,059.35				
<b>J. DEFERRED INFLOWS OF RESOURCES</b>									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
<b>K. FUND EQUITY</b>									
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			103,708,114.11	22,198,603.35	125,906,717.46				

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>LCFF SOURCES</b>									
Principal Apportionment State Aid - Current Year		8011	206,709,562.00	0.00	206,709,562.00	254,677,332.00	0.00	254,677,332.00	23.2%
Education Protection Account State Aid - Current Year		8012	100,404,485.00	0.00	100,404,485.00	76,782,060.00	0.00	76,782,060.00	-23.5%
State Aid - Prior Years		8019	106,824.00	0.00	106,824.00	0.00	0.00	0.00	-100.0%
Tax Relief Subventions Homeowners' Exemptions		8021	703,696.90	0.00	703,696.90	688,577.00	0.00	688,577.00	-2.1%
Timber Yield Tax		8022	22.80	0.00	22.80	0.00	0.00	0.00	-100.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes Secured Roll Taxes		8041	79,896,434.38	0.00	79,896,434.38	79,104,483.00	0.00	79,104,483.00	-1.0%
Unsecured Roll Taxes		8042	3,052,832.45	0.00	3,052,832.45	2,590,828.00	0.00	2,590,828.00	-15.1%
Prior Years' Taxes		8043	1,048,713.68	0.00	1,048,713.68	640,689.00	0.00	640,689.00	-38.9%
Supplemental Taxes		8044	2,468,403.72	0.00	2,468,403.72	3,514,197.00	0.00	3,514,197.00	42.4%
Education Revenue Augmentation Fund (ERAF)		8045	19,817,073.06	0.00	19,817,073.06	16,463,656.00	0.00	16,463,656.00	-16.9%
Community Redevelopment Funds (SB 617/699/1992)		8047	10,676,020.29	0.00	10,676,020.29	9,887,550.00	0.00	9,887,550.00	-7.4%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	21,306.60	0.00	21,306.60	0.00	0.00	0.00	-100.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Subtotal, LCFF Sources</b>			<b>424,905,374.88</b>	<b>0.00</b>	<b>424,905,374.88</b>	<b>444,349,372.00</b>	<b>0.00</b>	<b>444,349,372.00</b>	<b>4.6%</b>
<b>LCFF Transfers</b>									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(14,369,010.68)	0.00	(14,369,010.68)	(13,839,687.00)	0.00	(13,839,687.00)	-3.7%
Property Taxes Transfers		8097	0.00	2,146,372.00	2,146,372.00	0.00	2,240,374.00	2,240,374.00	4.4%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>410,536,364.20</b>	<b>2,146,372.00</b>	<b>412,682,736.20</b>	<b>430,509,685.00</b>	<b>2,240,374.00</b>	<b>432,750,059.00</b>	<b>4.9%</b>
<b>FEDERAL REVENUE</b>									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	7,863,138.95	7,863,138.95	0.00	11,171,241.00	11,171,241.00	42.1%
Special Education Discretionary Grants		8182	0.00	889,334.80	889,334.80	0.00	1,018,033.00	1,018,033.00	14.5%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	698.07	698.07	0.00	0.00	0.00	-100.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		17,182,869.16	17,182,869.16		22,687,137.00	22,687,137.00	32.0%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		1,757,074.44	1,757,074.44		2,249,026.00	2,249,026.00	28.0%
Title III, Part A, Immigrant Student Program	4201	8290		23,162.75	23,162.75		159,885.68	159,885.68	590.3%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Title III, Part A, English Learner Program	4203	8290		599,983.82	599,983.82		859,602.00	859,602.00	43.3%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290		19,149,358.69	19,149,358.69		5,302,930.11	5,302,930.11	-72.3%
Career and Technical Education	3500-3599	8290		454,659.34	454,659.34		443,563.00	443,563.00	-2.4%
All Other Federal Revenue	All Other	8290	308,264.68	58,623,703.33	58,931,968.01	156,000.00	2,146,235.82	2,302,235.82	-96.1%
<b>TOTAL, FEDERAL REVENUE</b>			<b>308,264.68</b>	<b>106,543,983.35</b>	<b>106,852,248.03</b>	<b>156,000.00</b>	<b>46,037,653.61</b>	<b>46,193,653.61</b>	<b>-56.8%</b>
<b>OTHER STATE REVENUE</b>									
Other State Apportionments									
ROC/P Entitlement Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311		26,430,185.00	26,430,185.00		27,222,273.00	27,222,273.00	3.0%
Prior Years	6500	8319		(192.41)	(192.41)		0.00	0.00	-100.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	1,545,513.00	0.00	1,545,513.00	1,576,423.00	0.00	1,576,423.00	2.0%
Lottery - Unrestricted and Instructional Materials		8560	6,654,473.71	2,814,650.70	9,469,124.41	5,794,200.00	1,892,772.00	7,686,972.00	-18.8%
Tax Relief Subventions Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		7,100,614.68	7,100,614.68		9,463,208.93	9,463,208.93	33.3%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		242,080.34	242,080.34		382,424.00	382,424.00	58.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		735,059.74	735,059.74		1,289,880.00	1,289,880.00	75.5%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	151,769.00	53,871,777.99	54,023,546.99	0.00	26,318,536.62	26,318,536.62	-51.3%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>8,351,755.71</b>	<b>91,194,176.04</b>	<b>99,545,931.75</b>	<b>7,370,623.00</b>	<b>66,569,094.55</b>	<b>73,939,717.55</b>	<b>-25.7%</b>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>OTHER LOCAL REVENUE</b>									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds									
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from									
Delinquent Non-LCFF									
Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	74,023.99	0.00	74,023.99	50,000.00	0.00	50,000.00	-32.5%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	2,135,893.12	0.00	2,135,893.12	1,936,781.00	0.00	1,936,781.00	-9.3%
Interest		8660	1,056,346.66	0.00	1,056,346.66	1,455,400.00	0.00	1,455,400.00	37.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	1,947,848.55	0.00	1,947,848.55	1,968,490.00	0.00	1,968,490.00	1.1%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,087,243.53	1,366,384.23	2,453,627.76	358,917.89	616,056.43	974,974.32	-60.3%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	3,524.00	0.00	3,524.00	0.00	0.00	0.00	-100.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>6,304,879.85</b>	<b>1,366,384.23</b>	<b>7,671,264.08</b>	<b>5,769,588.89</b>	<b>616,056.43</b>	<b>6,385,645.32</b>	<b>-16.8%</b>
<b>TOTAL, REVENUES</b>			<b>425,501,264.44</b>	<b>201,250,915.62</b>	<b>626,752,180.06</b>	<b>443,805,896.89</b>	<b>115,463,178.59</b>	<b>559,269,075.48</b>	<b>-10.8%</b>



Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>CERTIFICATED SALARIES</b>									
Certificated Teachers' Salaries		1100	131,573,840.57	36,927,414.62	168,501,255.19	137,860,025.90	40,766,950.72	178,626,976.62	6.0%
Certificated Pupil Support Salaries		1200	9,206,785.06	4,809,965.17	14,016,750.23	10,516,468.10	5,324,691.04	15,841,159.14	13.0%
Certificated Supervisors' and Administrators' Salaries		1300	16,325,618.30	3,118,473.45	19,444,091.75	16,801,062.20	2,733,456.75	19,534,518.95	0.5%
Other Certificated Salaries		1900	1,062,191.62	10,321,369.78	11,383,561.40	1,453,312.53	10,349,884.36	11,803,196.89	3.7%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>158,168,435.55</b>	<b>55,177,223.02</b>	<b>213,345,658.57</b>	<b>166,630,868.73</b>	<b>59,174,982.87</b>	<b>225,805,851.60</b>	<b>5.8%</b>
<b>CLASSIFIED SALARIES</b>									
Classified Instructional Salaries		2100	1,334,669.64	9,503,028.17	10,837,697.81	967,469.67	12,113,250.78	13,080,720.45	20.7%
Classified Support Salaries		2200	13,799,219.25	10,902,357.58	24,701,576.83	14,857,587.02	8,040,922.56	22,898,509.58	-7.3%
Classified Supervisors' and Administrators' Salaries		2300	4,427,034.56	2,646,585.76	7,073,620.32	5,186,442.49	2,479,779.53	7,666,222.02	8.4%
Clerical, Technical and Office Salaries		2400	14,319,519.36	2,746,349.41	17,065,868.77	13,909,262.71	1,800,967.98	15,710,230.69	-7.9%
Other Classified Salaries		2900	1,580,269.42	1,225,275.23	2,805,544.65	1,507,910.70	856,721.79	2,364,632.49	-15.7%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>35,460,712.23</b>	<b>27,023,596.15</b>	<b>62,484,308.38</b>	<b>36,428,672.59</b>	<b>25,291,642.64</b>	<b>61,720,315.23</b>	<b>-1.2%</b>
<b>EMPLOYEE BENEFITS</b>									
STRS		3101-3102	24,416,269.00	30,774,508.71	55,190,777.71	27,911,985.57	31,158,810.62	59,070,796.19	7.0%
PERS		3201-3202	7,011,886.02	4,639,809.11	11,651,695.13	8,231,419.03	5,730,709.59	13,962,128.62	19.8%
OASDI/Medicare/Alternative		3301-3302	5,035,254.14	2,923,591.21	7,958,845.35	5,206,749.67	2,914,471.15	8,121,220.82	2.0%
Health and Welfare Benefits		3401-3402	53,791,100.08	23,058,377.55	76,849,477.63	55,087,532.31	22,111,971.24	77,199,503.55	0.5%
Unemployment Insurance		3501-3502	98,709.37	40,948.73	139,658.10	2,447,807.68	998,742.05	3,446,549.73	2367.8%
Workers' Compensation		3601-3602	3,006,529.86	1,273,239.72	4,279,769.58	3,042,445.61	1,179,442.56	4,221,888.17	-1.4%
OPEB, Allocated		3701-3702	14,554,098.63	6,302,295.01	20,856,393.64	16,727,722.47	6,498,221.55	23,225,944.02	11.4%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	58,592.12	21,867.54	80,459.66	63,734.45	17,379.14	81,113.59	0.8%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>107,972,439.22</b>	<b>69,034,637.58</b>	<b>177,007,076.80</b>	<b>118,719,396.79</b>	<b>70,609,747.90</b>	<b>189,329,144.69</b>	<b>7.0%</b>
<b>BOOKS AND SUPPLIES</b>									
Approved Textbooks and Core Curricula Materials		4100	4,015,892.15	3,558,942.84	7,574,834.99	5,143,673.39	1,782,434.00	6,926,107.39	-8.6%
Books and Other Reference Materials		4200	42,010.74	117,512.39	159,523.13	146,926.00	73,291.00	220,217.00	38.0%
Materials and Supplies		4300	3,266,579.73	27,304,456.89	30,571,036.62	6,955,915.05	13,401,566.68	20,357,481.73	-33.4%
Noncapitalized Equipment		4400	980,272.44	21,273,917.95	22,254,190.39	755,033.85	1,185,358.96	1,940,392.81	-91.3%
Food		4700	0.00	12,010.36	12,010.36	0.00	0.00	0.00	-100.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>8,304,755.06</b>	<b>52,266,840.43</b>	<b>60,571,595.49</b>	<b>13,001,548.29</b>	<b>16,442,650.64</b>	<b>29,444,198.93</b>	<b>-51.4%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>									
Subagreements for Services		5100	310,872.05	36,957,650.85	37,268,522.90	643,658.80	43,142,777.85	43,786,436.65	17.5%
Travel and Conferences		5200	51,837.46	126,748.91	178,586.37	313,996.35	307,100.30	621,096.65	247.8%
Dues and Memberships		5300	135,523.19	4,957.00	140,480.19	160,817.00	4,000.00	164,817.00	17.3%
Insurance		5400 - 5450	2,045,150.97	0.00	2,045,150.97	2,020,000.00	0.00	2,020,000.00	-1.2%
Operations and Housekeeping Services		5500	10,107,327.63	54,459.00	10,161,786.63	9,646,920.00	4,500.00	9,651,420.00	-5.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	632,913.54	1,899,451.78	2,532,365.32	1,296,155.00	474,525.00	1,770,680.00	-30.1%
Transfers of Direct Costs		5710	(117,920.72)	117,920.72	0.00	(115,096.50)	115,096.50	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(1,584,021.24)	10,136.33	(1,573,884.91)	(1,575,071.00)	(54,077.00)	(1,629,148.00)	3.5%
Professional/Consulting Services and Operating Expenditures		5800	9,081,981.25	15,438,685.45	24,520,666.70	11,881,891.64	12,590,784.01	24,472,675.65	-0.2%
Communications		5900	1,040,114.23	222,490.51	1,262,604.74	1,149,183.46	38,711.50	1,187,894.96	-5.9%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>21,703,778.36</b>	<b>54,832,500.55</b>	<b>76,536,278.91</b>	<b>25,422,454.75</b>	<b>56,623,418.16</b>	<b>82,045,872.91</b>	<b>7.2%</b>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>CAPITAL OUTLAY</b>									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	299,652.79	299,652.79	0.00	100,000.00	100,000.00	-66.6%
Buildings and Improvements of Buildings		6200	16,275.01	1,926,620.46	1,942,895.47	0.00	10,000.00	10,000.00	-99.5%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	120,874.23	1,988,416.60	2,109,290.83	7,200.00	1,199,321.79	1,206,521.79	-42.8%
Equipment Replacement		6500	0.00	71,462.72	71,462.72	65,000.00	400,000.00	465,000.00	550.7%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>137,149.24</b>	<b>4,286,152.57</b>	<b>4,423,301.81</b>	<b>72,200.00</b>	<b>1,709,321.79</b>	<b>1,781,521.79</b>	<b>-59.7%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	38,117.00	0.00	38,117.00	40,000.00	0.00	40,000.00	4.9%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	1,227,347.29	0.00	1,227,347.29	1,100,000.00	0.00	1,100,000.00	-10.4%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments All Other		7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	10,618.14	0.00	10,618.14	10,000.00	0.00	10,000.00	-5.8%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>1,276,082.43</b>	<b>0.00</b>	<b>1,276,082.43</b>	<b>1,150,000.00</b>	<b>0.00</b>	<b>1,150,000.00</b>	<b>-9.9%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>									
Transfers of Indirect Costs		7310	(4,893,254.07)	4,893,254.07	0.00	(5,767,662.24)	5,767,662.24	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(1,012,134.00)	0.00	(1,012,134.00)	(1,300,180.00)	0.00	(1,300,180.00)	28.5%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>(5,905,388.07)</b>	<b>4,893,254.07</b>	<b>(1,012,134.00)</b>	<b>(7,067,842.24)</b>	<b>5,767,662.24</b>	<b>(1,300,180.00)</b>	<b>28.5%</b>
<b>TOTAL, EXPENDITURES</b>			<b>327,117,964.02</b>	<b>267,514,204.37</b>	<b>594,632,168.39</b>	<b>354,357,298.91</b>	<b>235,619,426.24</b>	<b>589,976,725.15</b>	<b>-0.8%</b>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>INTERFUND TRANSFERS</b>									
<b>INTERFUND TRANSFERS IN</b>									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,169,080.00	0.00	2,169,080.00	2,316,301.00	0.00	2,316,301.00	6.8%
(a) TOTAL, INTERFUND TRANSFERS IN			2,169,080.00	0.00	2,169,080.00	2,316,301.00	0.00	2,316,301.00	6.8%
<b>INTERFUND TRANSFERS OUT</b>									
To: Child Development Fund		7611	549,131.23	0.00	549,131.23	0.00	0.00	0.00	-100.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	39,818.27	0.00	39,818.27	0.00	0.00	0.00	-100.0%
Other Authorized Interfund Transfers Out		7619	842,035.52	0.00	842,035.52	266,000.00	0.00	266,000.00	-68.4%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,430,985.02	0.00	1,430,985.02	266,000.00	0.00	266,000.00	-81.4%
<b>OTHER SOURCES/USES</b>									
<b>SOURCES</b>									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>									
Contributions from Unrestricted Revenues		8980	(80,112,384.21)	80,112,384.21	0.00	(98,193,763.00)	98,193,763.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(80,112,384.21)	80,112,384.21	0.00	(98,193,763.00)	98,193,763.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)									
			(79,374,289.23)	80,112,384.21	738,094.98	(96,143,462.00)	98,193,763.00	2,050,301.00	177.8%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	410,536,364.20	2,146,372.00	412,682,736.20	430,509,685.00	2,240,374.00	432,750,059.00	4.9%
2) Federal Revenue		8100-8299	308,264.68	106,543,983.35	106,852,248.03	156,000.00	46,037,653.61	46,193,653.61	-56.8%
3) Other State Revenue		8300-8599	8,351,755.71	91,194,176.04	99,545,931.75	7,370,623.00	66,569,094.55	73,939,717.55	-25.7%
4) Other Local Revenue		8600-8799	6,304,879.85	1,366,384.23	7,671,264.08	5,769,588.89	616,056.43	6,385,645.32	-16.8%
5) TOTAL REVENUES			425,501,264.44	201,250,915.62	626,752,180.06	443,805,896.89	115,463,178.59	559,269,075.48	-10.8%
<b>B. EXPENDITURES (Objects 1000-7999)</b>									
1) Instruction	1000-1999		209,884,896.03	165,369,636.15	375,254,532.18	222,879,331.59	160,740,274.28	383,619,605.87	2.2%
2) Instruction - Related Services	2000-2999		41,187,796.09	24,479,939.71	65,667,735.80	44,552,400.28	25,541,679.09	70,094,079.37	6.7%
3) Pupil Services	3000-3999		23,598,157.75	26,901,722.23	50,499,879.98	28,201,675.45	24,981,099.16	53,182,774.61	5.3%
4) Ancillary Services	4000-4999		2,441,463.06	364,227.57	2,805,690.63	3,796,624.06	168,491.00	3,965,115.06	41.3%
5) Community Services	5000-5999		4,695.07	0.00	4,695.07	0.00	0.00	0.00	-100.0%
6) Enterprise	6000-6999		4,940.00	14,498.05	19,438.05	0.00	0.00	0.00	-100.0%
7) General Administration	7000-7999		18,063,161.11	18,294,841.73	36,358,002.84	20,553,027.02	6,660,569.71	27,213,596.73	-25.2%
8) Plant Services	8000-8999		30,656,772.48	32,089,338.93	62,746,111.41	33,224,240.51	17,527,313.00	50,751,553.51	-19.1%
9) Other Outgo	9000-9999	Except 7600-7699	1,276,082.43	0.00	1,276,082.43	1,150,000.00	0.00	1,150,000.00	-9.9%
10) TOTAL EXPENDITURES			327,117,964.02	267,514,204.37	594,632,168.39	354,357,298.91	235,619,426.24	589,976,725.15	-0.8%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			98,383,300.42	(66,263,288.75)	32,120,011.67	89,448,597.98	(120,156,247.65)	(30,707,649.67)	-195.6%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In		8900-8929	2,169,080.00	0.00	2,169,080.00	2,316,301.00	0.00	2,316,301.00	6.8%
b) Transfers Out		7600-7629	1,430,985.02	0.00	1,430,985.02	266,000.00	0.00	266,000.00	-81.4%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(80,112,384.21)	80,112,384.21	0.00	(98,193,763.00)	98,193,763.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(79,374,289.23)	80,112,384.21	738,094.98	(96,143,462.00)	98,193,763.00	2,050,301.00	177.8%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			19,009,011.19	13,849,095.46	32,858,106.65	(6,694,864.02)	(21,962,484.65)	(28,657,348.67)	-187.2%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	84,699,102.92	8,349,507.89	93,048,610.81	103,708,114.11	22,198,603.35	125,906,717.46	35.3%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			84,699,102.92	8,349,507.89	93,048,610.81	103,708,114.11	22,198,603.35	125,906,717.46	35.3%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			84,699,102.92	8,349,507.89	93,048,610.81	103,708,114.11	22,198,603.35	125,906,717.46	35.3%
2) Ending Balance, June 30 (E + F1e)			103,708,114.11	22,198,603.35	125,906,717.46	97,013,250.09	236,118.70	97,249,368.79	-22.8%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	225,000.00	0.00	225,000.00	0.00	0.00	0.00	-100.0%
Stores		9712	104,480.38	0.00	104,480.38	0.00	0.00	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted									
		9740	0.00	22,198,603.35	22,198,603.35	0.00	11,135,727.50	11,135,727.50	-49.8%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	57,976,955.18	0.00	57,976,955.18	51,282,091.18	0.00	51,282,091.18	-11.5%
2021-22 LCAP Supplemental/Concentr	0000	9780	4,934,619.00		4,934,619.00				
2021-22 Projected Deficit	0000	9780	6,694,864.00		6,694,864.00				
2022-23 Projected Deficit	0000	9780	18,217,212.00		18,217,212.00				
2023-24 Projected Deficit	0000	9780	24,926,753.00		24,926,753.00				
MAA Carryover	0000	9780	837,733.21		837,733.21				
School Site Supp/Concentration Carryo	0000	9780	1,400,000.00		1,400,000.00				
Donations/Lost Textbooks Carryover	0000	9780	965,773.97		965,773.97				
2022-23 Projected Deficit	0000	9780				18,217,212.00		18,217,212.00	
2023-24 Projected Deficit	0000	9780				24,926,753.00		24,926,753.00	
2021-22 LCAP Supplemental/Concentr	0000	9780				4,934,619.00		4,934,619.00	
MAA Carryover	0000	9780				837,733.21		837,733.21	
School Site Supp/Concentration Carryo	0000	9780				1,400,000.00		1,400,000.00	
Donations/Lost Textbooks Carryover	0000	9780				965,773.97		965,773.97	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	11,907,405.00	0.00	11,907,405.00	11,727,858.00	0.00	11,727,858.00	-1.5%
Unassigned/Unappropriated Amount		9790	33,494,273.55	0.00	33,494,273.55	34,003,300.91	(10,899,608.80)	23,103,692.11	-31.0%

<b>Resource</b>	<b>Description</b>	<b>2020-21 Unaudited Actuals</b>	<b>2021-22 Budget</b>
5640	Medi-Cal Billing Option	2,163,586.04	2,163,586.04
6230	California Clean Energy Jobs Act	54,002.30	54,002.30
6300	Lottery: Instructional Materials	1,233,503.44	1,233,503.44
6371	CalWORKs for ROCP or Adult Education	11,331.00	11,331.00
7085	Learning Communities for School Success Program	495,160.45	149,457.45
7311	Classified School Employee Professional Development Block Grant	261,532.00	261,532.00
7388	SB 117 COVID-19 LEA Response Funds	542,507.25	542,507.25
7425	Expanded Learning Opportunities (ELO) Grant	12,202,891.87	4,307,007.02
7426	Expanded Learning Opportunities (ELO) Grant: Paraprofessional Sta	2,841,060.00	19,772.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Secti	2,312,441.37	2,312,441.37
9010	Other Restricted Local	80,587.63	80,587.63
Total, Restricted Balance		<u>22,198,603.35</u>	<u>11,135,727.50</u>

## SPECIAL REVENUE FUNDS

### **Special Revenue Funds Definition**

The Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. This classification includes the Charter Schools, Adult Education, Child Development, Student Activity Fund, and Cafeteria Funds.

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	135,507.00	0.00	-100.0%
5) TOTAL, REVENUES			135,507.00	0.00	-100.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	343,447.00	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			343,447.00	0.00	-100.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(207,940.00)	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(207,940.00)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	1,219,952.00	New
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	1,219,952.00	New
d) Other Restatements		9795	1,427,892.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,427,892.00	1,219,952.00	-14.6%
2) Ending Balance, June 30 (E + F1e)			1,219,952.00	1,219,952.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	5,934.00	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,214,018.00	1,219,952.00	0.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	1,214,018.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	5,934.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			1,219,952.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenues		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			1,219,952.00		

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>REVENUES</b>					
Sale of Equipment and Supplies		8631	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	135,507.00	0.00	-100.0%
<b>TOTAL, REVENUES</b>			<b>135,507.00</b>	<b>0.00</b>	<b>-100.0%</b>
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>BOOKS AND SUPPLIES</b>					
Materials and Supplies		4300	343,447.00	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			343,447.00	0.00	-100.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
<b>CAPITAL OUTLAY</b>					
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			343,447.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>					
(a- b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	135,507.00	0.00	-100.0%
5) TOTAL, REVENUES			135,507.00	0.00	-100.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		343,447.00	0.00	-100.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			343,447.00	0.00	-100.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(207,940.00)	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(207,940.00)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	1,219,952.00	New
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	1,219,952.00	New
d) Other Restatements		9795	1,427,892.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,427,892.00	1,219,952.00	-14.6%
2) Ending Balance, June 30 (E + F1e)			1,219,952.00	1,219,952.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	5,934.00	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			1,214,018.00	1,219,952.00	0.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2020-21 Unaudited Actuals</b>	<b>2021-22 Budget</b>
8210	Student Activity Funds	1,214,018.00	1,219,952.00
Total, Restricted Balance		<u>1,214,018.00</u>	<u>1,219,952.00</u>



Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	18,191,947.00	17,988,961.00	-1.1%
2) Federal Revenue		8100-8299	1,646,213.57	435,110.00	-73.6%
3) Other State Revenue		8300-8599	2,025,682.37	1,173,050.69	-42.1%
4) Other Local Revenue		8600-8799	98,579.73	0.00	-100.0%
5) TOTAL, REVENUES			21,962,422.67	19,597,121.69	-10.8%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	8,127,383.03	7,912,824.95	-2.6%
2) Classified Salaries		2000-2999	866,116.68	903,654.20	4.3%
3) Employee Benefits		3000-3999	5,728,821.89	6,260,329.77	9.3%
4) Books and Supplies		4000-4999	790,503.26	351,548.80	-55.5%
5) Services and Other Operating Expenditures		5000-5999	2,053,989.94	1,988,519.90	-3.2%
6) Capital Outlay		6000-6999	57,868.35	10,000.00	-82.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	7,611.47	0.00	-100.0%
9) TOTAL, EXPENDITURES			17,632,294.62	17,426,877.62	-1.2%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			4,330,128.05	2,170,244.07	-49.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	245,200.61	266,000.00	8.5%
b) Transfers Out		7600-7629	2,169,080.00	2,316,301.00	6.8%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.08	New
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,923,879.39)	(2,050,300.92)	6.6%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			2,406,248.66	119,943.15	-95.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,975,365.54	6,381,614.20	60.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,975,365.54	6,381,614.20	60.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,975,365.54	6,381,614.20	60.5%
2) Ending Balance, June 30 (E + F1e)			6,381,614.20	6,501,557.35	1.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,764,895.96	1,764,895.96	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	4,616,718.24	4,736,661.39	2.6%
Charter School Funds	0000	9780	4,608,489.56		
EPA Charter School Funds	1400	9780	8,228.68		
Charter School Funds	0000	9780		4,728,432.71	
EPA Charter School Funds	1400	9780		8,228.68	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	5,527,937.91		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	128,596.05		
4) Due from Grantor Government		9290	1,802,080.22		
5) Due from Other Funds		9310	3,427,186.57		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			10,885,800.75		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	533,115.36		
2) Due to Grantor Governments		9590	32,014.91		
3) Due to Other Funds		9610	3,537,109.47		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	401,946.81		
6) TOTAL, LIABILITIES			4,504,186.55		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			6,381,614.20		

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>LCFF SOURCES</b>					
Principal Apportionment					
State Aid - Current Year		8011	9,419,603.00	11,269,451.00	19.6%
Education Protection Account State Aid - Current Year		8012	4,659,205.00	2,882,901.00	-38.1%
State Aid - Prior Years		8019	(50,710.00)	0.00	-100.0%
LCFF Transfers					
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	4,163,849.00	3,836,609.00	-7.9%
Property Taxes Transfers		8097	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>18,191,947.00</b>	<b>17,988,961.00</b>	<b>-1.1%</b>
<b>FEDERAL REVENUE</b>					
Maintenance and Operations		8110	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	317,655.35	435,110.00	37.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	0.00	0.00	0.0%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	0.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3150, 3155, 3180, 3181, 3182, 3185, 4037, 4124, 4126, 4127, 4128, 5510, 5630	8290	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	1,328,558.22	0.00	-100.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>1,646,213.57</b>	<b>435,110.00</b>	<b>-73.6%</b>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>OTHER STATE REVENUE</b>					
Other State Apportionments					
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	49,285.00	50,130.79	1.7%
Lottery - Unrestricted and Instructional Materials		8560	327,527.28	321,155.90	-1.9%
After School Education and Safety (ASES)	6010	8590	0.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6690, 6695	8590	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,648,870.09	801,764.00	-51.4%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>2,025,682.37</b>	<b>1,173,050.69</b>	<b>-42.1%</b>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Leases and Rentals		8650	7,224.00	0.00	-100.0%
Interest		8660	39,488.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	51,867.73	0.00	-100.0%
Tuition		8710	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.0%
Transfers of Apportionments					
Special Education SELPA Transfers					
From Districts or Charter Schools	6500	8791	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.0%
Other Transfers of Apportionments					
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>98,579.73</b>	<b>0.00</b>	<b>-100.0%</b>
<b>TOTAL, REVENUES</b>			<b>21,962,422.67</b>	<b>19,597,121.69</b>	<b>-10.8%</b>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	7,127,566.12	7,003,226.54	-1.7%
Certificated Pupil Support Salaries		1200	188,554.79	192,948.50	2.3%
Certificated Supervisors' and Administrators' Salaries		1300	750,358.32	716,145.91	-4.6%
Other Certificated Salaries		1900	60,903.80	504.00	-99.2%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>8,127,383.03</b>	<b>7,912,824.95</b>	<b>-2.6%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	94,278.83	105,777.37	12.2%
Classified Support Salaries		2200	347,166.06	317,191.42	-8.6%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	328,867.82	362,898.32	10.3%
Other Classified Salaries		2900	95,803.97	117,787.09	22.9%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>866,116.68</b>	<b>903,654.20</b>	<b>4.3%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	2,135,195.27	2,122,119.84	-0.6%
PERS		3201-3202	162,547.41	198,747.49	22.3%
OASDI/Medicare/Alternative		3301-3302	184,990.43	211,119.30	14.1%
Health and Welfare Benefits		3401-3402	2,435,846.34	2,773,482.99	13.9%
Unemployment Insurance		3501-3502	4,498.89	106,593.88	2269.3%
Workers' Compensation		3601-3602	139,285.21	132,284.61	-5.0%
OPEB, Allocated		3701-3702	664,139.78	713,559.44	7.4%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	2,318.56	2,422.22	4.5%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>5,728,821.89</b>	<b>6,260,329.77</b>	<b>9.3%</b>
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	2,896.22	78,582.90	2613.3%
Books and Other Reference Materials		4200	49,861.57	0.00	-100.0%
Materials and Supplies		4300	503,751.23	272,965.90	-45.8%
Noncapitalized Equipment		4400	233,994.24	0.00	-100.0%
Food		4700	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>790,503.26</b>	<b>351,548.80</b>	<b>-55.5%</b>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	486.24	0.00	-100.0%
Dues and Memberships		5300	4,935.00	0.00	-100.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	389,358.68	381,665.00	-2.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	13,809.36	27,462.00	98.9%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	1,372,970.46	1,509,421.00	9.9%
Professional/Consulting Services and Operating Expenditures		5800	269,687.47	45,408.00	-83.2%
Communications		5900	2,742.73	24,563.90	795.6%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>2,053,989.94</b>	<b>1,988,519.90</b>	<b>-3.2%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	57,868.35	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	10,000.00	New
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>57,868.35</b>	<b>10,000.00</b>	<b>-82.7%</b>



Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Tuition					
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs		7310	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	7,611.47	0.00	-100.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			7,611.47	0.00	-100.0%
<b>TOTAL, EXPENDITURES</b>			<b>17,632,294.62</b>	<b>17,426,877.62</b>	<b>-1.2%</b>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	245,200.61	266,000.00	8.5%
(a) TOTAL, INTERFUND TRANSFERS IN			245,200.61	266,000.00	8.5%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	2,169,080.00	2,316,301.00	6.8%
(b) TOTAL, INTERFUND TRANSFERS OUT			2,169,080.00	2,316,301.00	6.8%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.08	New
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.08	New
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(1,923,879.39)	(2,050,300.92)	6.6%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	18,191,947.00	17,988,961.00	-1.1%
2) Federal Revenue		8100-8299	1,646,213.57	435,110.00	-73.6%
3) Other State Revenue		8300-8599	2,025,682.37	1,173,050.69	-42.1%
4) Other Local Revenue		8600-8799	98,579.73	0.00	-100.0%
5) TOTAL, REVENUES			21,962,422.67	19,597,121.69	-10.8%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		12,790,695.79	12,680,481.67	-0.9%
2) Instruction - Related Services	2000-2999		2,697,988.92	2,792,487.75	3.5%
3) Pupil Services	3000-3999		369,252.04	375,343.46	1.6%
4) Ancillary Services	4000-4999		11,261.36	0.00	-100.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		7,611.47	0.00	-100.0%
8) Plant Services	8000-8999		1,755,485.04	1,578,564.74	-10.1%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			17,632,294.62	17,426,877.62	-1.2%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			4,330,128.05	2,170,244.07	-49.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	245,200.61	266,000.00	8.5%
b) Transfers Out		7600-7629	2,169,080.00	2,316,301.00	6.8%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.08	New
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,923,879.39)	(2,050,300.92)	6.6%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			2,406,248.66	119,943.15	-95.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,975,365.54	6,381,614.20	60.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,975,365.54	6,381,614.20	60.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,975,365.54	6,381,614.20	60.5%
2) Ending Balance, June 30 (E + F1e)			6,381,614.20	6,501,557.35	1.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			1,764,895.96	1,764,895.96	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	4,616,718.24	4,736,661.39	2.6%
Charter School Funds	0000	9780	4,608,489.56		
EPA Charter School Funds	1400	9780	8,228.68		
Charter School Funds	0000	9780		4,728,432.71	
EPA Charter School Funds	1400	9780		8,228.68	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2020-21 Unaudited Actuals</b>	<b>2021-22 Budget</b>
6230	California Clean Energy Jobs Act	642,616.93	642,616.93
6300	Lottery: Instructional Materials	328,484.12	328,484.12
7311	Classified School Employee Professional Development Block	5,567.00	5,567.00
7388	SB 117 COVID-19 LEA Response Funds	23,463.00	23,463.00
7425	Expanded Learning Opportunities (ELO) Grant	631,617.00	631,617.00
9010	Other Restricted Local	133,147.91	133,147.91
<b>Total, Restricted Balance</b>		<b>1,764,895.96</b>	<b>1,764,895.96</b>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,794,065.42	345,200.00	-80.8%
3) Other State Revenue		8300-8599	2,126,306.00	1,942,057.77	-8.7%
4) Other Local Revenue		8600-8799	2,663,914.54	3,700,415.00	38.9%
5) TOTAL, REVENUES			6,584,285.96	5,987,672.77	-9.1%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	1,942,851.67	1,544,837.06	-20.5%
2) Classified Salaries		2000-2999	1,325,344.16	1,292,373.82	-2.5%
3) Employee Benefits		3000-3999	2,263,233.51	2,190,277.42	-3.2%
4) Books and Supplies		4000-4999	270,297.91	214,133.61	-20.8%
5) Services and Other Operating Expenditures		5000-5999	869,540.56	714,867.00	-17.8%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	62,003.02	31,184.00	-49.7%
9) TOTAL, EXPENDITURES			6,733,270.83	5,987,672.91	-11.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(148,984.87)	(0.14)	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	596,834.91	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			596,834.91	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			447,850.04	(0.14)	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	353,245.00	801,095.04	126.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			353,245.00	801,095.04	126.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			353,245.00	801,095.04	126.8%
2) Ending Balance, June 30 (E + F1e)			801,095.04	801,094.90	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			801,095.04	801,094.90	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	(48,263.64)		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	283,084.41		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	235,733.66		
4) Due from Grantor Government		9290	1,231,898.52		
5) Due from Other Funds		9310	25,410.77		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			1,727,863.72		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	508,926.12		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	391,130.18		
4) Current Loans		9640			
5) Unearned Revenue		9650	26,712.38		
6) TOTAL, LIABILITIES			926,768.68		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			801,095.04		



Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>LCFF SOURCES</b>					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
<b>FEDERAL REVENUE</b>					
Interagency Contracts Between LEAs					
		8285	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources					
		8287	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	199,804.93	160,000.00	-19.9%
All Other Federal Revenue	All Other	8290	1,594,260.49	185,200.00	-88.4%
TOTAL, FEDERAL REVENUE			1,794,065.42	345,200.00	-80.8%
<b>OTHER STATE REVENUE</b>					
Other State Apportionments					
All Other State Apportionments - Current Year					
		8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years					
		8319	0.00	0.00	0.0%
Pass-Through Revenues from State Sources					
		8587	0.00	0.00	0.0%
Adult Education Program	6391	8590	1,448,703.00	1,321,451.77	-8.8%
All Other State Revenue	All Other	8590	677,603.00	620,606.00	-8.4%
TOTAL, OTHER STATE REVENUE			2,126,306.00	1,942,057.77	-8.7%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	(8,314.38)	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Adult Education Fees		8671	1,152,219.23	2,240,000.00	94.4%
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	1,520,009.69	1,460,415.00	-3.9%
Tuition		8710	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>2,663,914.54</b>	<b>3,700,415.00</b>	<b>38.9%</b>
<b>TOTAL, REVENUES</b>			<b>6,584,285.96</b>	<b>5,987,672.77</b>	<b>-9.1%</b>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	1,565,391.21	1,181,366.80	-24.5%
Certificated Pupil Support Salaries		1200	107,796.10	102,648.10	-4.8%
Certificated Supervisors' and Administrators' Salaries		1300	269,664.36	260,822.16	-3.3%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			1,942,851.67	1,544,837.06	-20.5%
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	149,157.09	156,760.08	5.1%
Classified Support Salaries		2200	487,022.32	387,590.64	-20.4%
Classified Supervisors' and Administrators' Salaries		2300	257,392.52	268,951.54	4.5%
Clerical, Technical and Office Salaries		2400	343,047.23	389,071.56	13.4%
Other Classified Salaries		2900	88,725.00	90,000.00	1.4%
TOTAL, CLASSIFIED SALARIES			1,325,344.16	1,292,373.82	-2.5%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	513,933.58	414,506.08	-19.3%
PERS		3201-3202	251,620.92	271,795.95	8.0%
OASDI/Medicare/Alternative		3301-3302	123,483.87	134,909.66	9.3%
Health and Welfare Benefits		3401-3402	1,037,846.59	1,012,949.16	-2.4%
Unemployment Insurance		3501-3502	1,629.69	34,079.25	1991.1%
Workers' Compensation		3601-3602	50,656.98	42,808.12	-15.5%
OPEB, Allocated		3701-3702	282,932.40	278,424.00	-1.6%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	1,129.48	805.20	-28.7%
TOTAL, EMPLOYEE BENEFITS			2,263,233.51	2,190,277.42	-3.2%
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	17,001.20	0.00	-100.0%
Materials and Supplies		4300	215,125.46	214,133.61	-0.5%
Noncapitalized Equipment		4400	38,171.25	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			270,297.91	214,133.61	-20.8%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	461,639.34	60,000.00	-87.0%
Travel and Conferences		5200	6,275.76	4,000.00	-36.3%
Dues and Memberships		5300	1,249.00	7,000.00	460.4%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	256,941.14	298,800.00	16.3%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	13,745.08	31,523.00	129.3%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	128,813.44	313,544.00	143.4%
Communications		5900	876.80	0.00	-100.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>869,540.56</b>	<b>714,867.00</b>	<b>-17.8%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Tuition					
Tuition, Excess Costs, and/or Deficit Payments					
Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	62,003.02	31,184.00	-49.7%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			62,003.02	31,184.00	-49.7%
TOTAL, EXPENDITURES			6,733,270.83	5,987,672.91	-11.1%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	596,834.91	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			596,834.91	0.00	-100.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			596,834.91	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,794,065.42	345,200.00	-80.8%
3) Other State Revenue		8300-8599	2,126,306.00	1,942,057.77	-8.7%
4) Other Local Revenue		8600-8799	2,663,914.54	3,700,415.00	38.9%
5) TOTAL, REVENUES			6,584,285.96	5,987,672.77	-9.1%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		3,829,030.38	3,107,233.69	-18.9%
2) Instruction - Related Services	2000-2999		1,557,392.56	1,672,417.04	7.4%
3) Pupil Services	3000-3999		562,478.07	421,855.94	-25.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		62,003.02	31,184.00	-49.7%
8) Plant Services	8000-8999		722,366.80	754,982.24	4.5%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			6,733,270.83	5,987,672.91	-11.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(148,984.87)	(0.14)	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	596,834.91	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			596,834.91	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			447,850.04	(0.14)	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	353,245.00	801,095.04	126.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			353,245.00	801,095.04	126.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			353,245.00	801,095.04	126.8%
2) Ending Balance, June 30 (E + F1e)			801,095.04	801,094.90	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			801,095.04	801,094.90	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%



<b>Resource</b>	<b>Description</b>	<b>2020-21 Unaudited Actuals</b>	<b>2021-22 Budget</b>
6371	CalWORKs for ROCP or Adult Education	184,152.00	184,152.00
6391	Adult Education Program	119,572.16	119,572.16
7810	Other Restricted State	563.70	563.70
9010	Other Restricted Local	496,807.18	496,807.04
Total, Restricted Balance		801,095.04	801,094.90

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	6,059,896.34	6,038,629.12	-0.4%
3) Other State Revenue		8300-8599	5,593,078.67	5,699,138.13	1.9%
4) Other Local Revenue		8600-8799	958,498.29	1,448,136.04	51.1%
5) TOTAL, REVENUES			12,611,473.30	13,185,903.29	4.6%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	4,428,512.14	4,790,615.10	8.2%
2) Classified Salaries		2000-2999	2,138,951.20	1,979,701.66	-7.4%
3) Employee Benefits		3000-3999	5,049,711.45	5,571,599.53	10.3%
4) Books and Supplies		4000-4999	581,764.78	234,865.00	-59.6%
5) Services and Other Operating Expenditures		5000-5999	135,959.63	145,396.00	6.9%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	427,951.16	463,726.00	8.4%
9) TOTAL, EXPENDITURES			12,762,850.36	13,185,903.29	3.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(151,377.06)	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	549,131.23	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			549,131.23	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			397,754.17	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	15,284.83	413,039.00	2602.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,284.83	413,039.00	2602.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,284.83	413,039.00	2602.3%
2) Ending Balance, June 30 (E + F1e)			413,039.00	413,039.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			211,680.00	211,680.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	201,359.00	201,359.00	0.0%
Child Development Fund	0000	9780	201,359.00		
Child Development Fund	0000	9780		201,359.00	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	3,101.67		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	16,641.19		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	811,302.61		
4) Due from Grantor Government		9290	218,145.71		
5) Due from Other Funds		9310	649,228.50		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			1,698,419.68		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	279,181.66		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	551,648.97		
4) Current Loans		9640			
5) Unearned Revenue		9650	454,550.05		
6) TOTAL, LIABILITIES			1,285,380.68		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			413,039.00		

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	6,059,896.34	6,038,629.12	-0.4%
<b>TOTAL, FEDERAL REVENUE</b>			6,059,896.34	6,038,629.12	-0.4%
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	4,833,060.69	5,145,892.89	6.5%
All Other State Revenue	All Other	8590	760,017.98	553,245.24	-27.2%
<b>TOTAL, OTHER STATE REVENUE</b>			5,593,078.67	5,699,138.13	1.9%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	(1,084.00)	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	149,792.07	832,708.57	455.9%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	809,790.22	615,427.47	-24.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			958,498.29	1,448,136.04	51.1%
<b>TOTAL, REVENUES</b>			12,611,473.30	13,185,903.29	4.6%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	3,839,212.01	4,225,527.42	10.1%
Certificated Pupil Support Salaries		1200	102,535.08	106,274.04	3.6%
Certificated Supervisors' and Administrators' Salaries		1300	477,039.67	458,813.64	-3.8%
Other Certificated Salaries		1900	9,725.38	0.00	-100.0%
TOTAL, CERTIFICATED SALARIES			4,428,512.14	4,790,615.10	8.2%
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	1,120,146.46	1,222,593.48	9.1%
Classified Support Salaries		2200	366,067.17	143,405.10	-60.8%
Classified Supervisors' and Administrators' Salaries		2300	93,626.17	89,619.00	-4.3%
Clerical, Technical and Office Salaries		2400	556,160.44	524,084.08	-5.8%
Other Classified Salaries		2900	2,950.96	0.00	-100.0%
TOTAL, CLASSIFIED SALARIES			2,138,951.20	1,979,701.66	-7.4%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	1,104,317.76	1,178,531.39	6.7%
PERS		3201-3202	489,473.34	541,771.63	10.7%
OASDI/Medicare/Alternative		3301-3302	249,641.60	281,922.94	12.9%
Health and Welfare Benefits		3401-3402	2,500,146.17	2,723,062.24	8.9%
Unemployment Insurance		3501-3502	3,306.18	80,743.64	2342.2%
Workers' Compensation		3601-3602	101,626.12	101,656.03	0.0%
OPEB, Allocated		3701-3702	599,179.14	662,227.96	10.5%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	2,021.14	1,683.70	-16.7%
TOTAL, EMPLOYEE BENEFITS			5,049,711.45	5,571,599.53	10.3%
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	325,060.24	227,320.00	-30.1%
Noncapitalized Equipment		4400	256,704.54	7,545.00	-97.1%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			581,764.78	234,865.00	-59.6%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	7,114.73	9,500.00	33.5%
Dues and Memberships		5300	0.00	400.00	New
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	1,021.95	6,600.00	545.8%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	6,309.80	14,600.00	131.4%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	8,366.56	63,577.00	659.9%
Professional/Consulting Services and Operating Expenditures		5800	112,580.24	49,419.00	-56.1%
Communications		5900	566.35	1,300.00	129.5%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>135,959.63</b>	<b>145,396.00</b>	<b>6.9%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	427,951.16	463,726.00	8.4%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>427,951.16</b>	<b>463,726.00</b>	<b>8.4%</b>
<b>TOTAL, EXPENDITURES</b>			<b>12,762,850.36</b>	<b>13,185,903.29</b>	<b>3.3%</b>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8911	549,131.23	0.00	-100.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			549,131.23	0.00	-100.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			549,131.23	0.00	-100.0%



Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	6,059,896.34	6,038,629.12	-0.4%
3) Other State Revenue		8300-8599	5,593,078.67	5,699,138.13	1.9%
4) Other Local Revenue		8600-8799	958,498.29	1,448,136.04	51.1%
5) TOTAL, REVENUES			12,611,473.30	13,185,903.29	4.6%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		9,152,801.13	10,130,959.06	10.7%
2) Instruction - Related Services	2000-2999		2,539,243.59	2,307,142.32	-9.1%
3) Pupil Services	3000-3999		195,368.21	210,998.91	8.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		427,951.16	463,726.00	8.4%
8) Plant Services	8000-8999		447,486.27	73,077.00	-83.7%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			12,762,850.36	13,185,903.29	3.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(151,377.06)	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	549,131.23	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			549,131.23	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			397,754.17	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	15,284.83	413,039.00	2602.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,284.83	413,039.00	2602.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,284.83	413,039.00	2602.3%
2) Ending Balance, June 30 (E + F1e)			413,039.00	413,039.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	211,680.00	211,680.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	201,359.00	201,359.00	0.0%
Child Development Fund	0000	9780	201,359.00		
Child Development Fund	0000	9780		201,359.00	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2020-21 Unaudited Actuals</b>	<b>2021-22 Budget</b>
5058	Child Development: Coronavirus Response and Relief Supple	211,680.00	211,680.00
Total, Restricted Balance		<u>211,680.00</u>	<u>211,680.00</u>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	30,032,167.29	30,000,000.00	-0.1%
3) Other State Revenue		8300-8599	39,055.92	1,010,012.00	2486.1%
4) Other Local Revenue		8600-8799	525,962.21	200,000.00	-62.0%
5) TOTAL, REVENUES			30,597,185.42	31,210,012.00	2.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	7,181,602.81	7,889,892.68	9.9%
3) Employee Benefits		3000-3999	5,314,322.42	7,525,739.00	41.6%
4) Books and Supplies		4000-4999	10,945,933.24	14,104,448.00	28.9%
5) Services and Other Operating Expenditures		5000-5999	372,292.49	531,945.00	42.9%
6) Capital Outlay		6000-6999	2,700,909.12	520,500.00	-80.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	514,568.35	805,270.00	56.5%
9) TOTAL, EXPENDITURES			27,029,628.43	31,377,794.68	16.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			3,567,556.99	(167,782.68)	-104.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	39,818.27	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			39,818.27	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			3,607,375.26	(167,782.68)	-104.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	12,807,058.35	16,414,433.61	28.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,807,058.35	16,414,433.61	28.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,807,058.35	16,414,433.61	28.2%
2) Ending Balance, June 30 (E + F1e)			16,414,433.61	16,246,650.93	-1.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	2,000.00	0.00	-100.0%
Stores		9712	1,546,484.58	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			14,643,126.77	16,023,828.67	9.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	222,822.26	222,822.26	0.0%
Cafeteria Fund	0000	9780	222,822.26		
Cafeteria Fund	0000	9780		222,822.26	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	8,333,501.47		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	2,887,662.41		
c) in Revolving Cash Account		9130	2,000.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	14,649.97		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	4,832,737.30		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	227.94		
6) Stores		9320	1,546,484.58		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			17,617,263.67		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	674,670.18		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	518,700.14		
4) Current Loans		9640			
5) Unearned Revenue		9650	9,459.74		
6) TOTAL, LIABILITIES			1,202,830.06		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			16,414,433.61		

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	29,038,741.65	30,000,000.00	3.3%
Donated Food Commodities		8221	993,425.64	0.00	-100.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>30,032,167.29</b>	<b>30,000,000.00</b>	<b>-0.1%</b>
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	27,818.92	1,000,000.00	3494.7%
All Other State Revenue		8590	11,237.00	10,012.00	-10.9%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>39,055.92</b>	<b>1,010,012.00</b>	<b>2486.1%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	5,623.14	0.00	-100.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	53,421.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	466,918.07	200,000.00	-57.2%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>525,962.21</b>	<b>200,000.00</b>	<b>-62.0%</b>
<b>TOTAL, REVENUES</b>			<b>30,597,185.42</b>	<b>31,210,012.00</b>	<b>2.0%</b>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	6,186,847.36	6,881,409.04	11.2%
Classified Supervisors' and Administrators' Salaries		2300	663,543.25	685,288.55	3.3%
Clerical, Technical and Office Salaries		2400	331,212.20	323,195.09	-2.4%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>7,181,602.81</b>	<b>7,889,892.68</b>	<b>9.9%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	26,973.92	26,499.19	-1.8%
PERS		3201-3202	1,053,617.38	1,379,174.25	30.9%
OASDI/Medicare/Alternative		3301-3302	500,869.88	563,092.26	12.4%
Health and Welfare Benefits		3401-3402	2,913,729.25	4,327,909.25	48.5%
Unemployment Insurance		3501-3502	3,566.72	96,263.53	2598.9%
Workers' Compensation		3601-3602	111,312.59	118,347.84	6.3%
OPEB, Allocated		3701-3702	701,515.42	1,011,743.88	44.2%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	2,737.26	2,708.80	-1.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>5,314,322.42</b>	<b>7,525,739.00</b>	<b>41.6%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	657,713.76	1,121,798.00	70.6%
Noncapitalized Equipment		4400	85,944.53	120,500.00	40.2%
Food		4700	10,202,274.95	12,862,150.00	26.1%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>10,945,933.24</b>	<b>14,104,448.00</b>	<b>28.9%</b>



Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	13,000.00	15,700.00	20.8%
Travel and Conferences		5200	454.11	10,500.00	2212.2%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	30,951.49	206,000.00	565.6%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	116,388.78	66,320.00	-43.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	34,546.51	52,150.00	51.0%
Professional/Consulting Services and Operating Expenditures		5800	176,663.24	180,075.00	1.9%
Communications		5900	288.36	1,200.00	316.1%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>372,292.49</b>	<b>531,945.00</b>	<b>42.9%</b>
<b>CAPITAL OUTLAY</b>					
Buildings and Improvements of Buildings		6200	2,413,068.39	125,000.00	-94.8%
Equipment		6400	287,840.73	395,500.00	37.4%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>2,700,909.12</b>	<b>520,500.00</b>	<b>-80.7%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	514,568.35	805,270.00	56.5%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>514,568.35</b>	<b>805,270.00</b>	<b>56.5%</b>
<b>TOTAL, EXPENDITURES</b>			<b>27,029,628.43</b>	<b>31,377,794.68</b>	<b>16.1%</b>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8916	39,818.27	0.00	-100.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			39,818.27	0.00	-100.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			39,818.27	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	30,032,167.29	30,000,000.00	-0.1%
3) Other State Revenue		8300-8599	39,055.92	1,010,012.00	2486.1%
4) Other Local Revenue		8600-8799	525,962.21	200,000.00	-62.0%
5) TOTAL, REVENUES			30,597,185.42	31,210,012.00	2.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		24,045,775.37	30,241,524.68	25.8%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		514,568.35	805,270.00	56.5%
8) Plant Services	8000-8999		2,469,284.71	331,000.00	-86.6%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			27,029,628.43	31,377,794.68	16.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			3,567,556.99	(167,782.68)	-104.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	39,818.27	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			39,818.27	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			3,607,375.26	(167,782.68)	-104.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	12,807,058.35	16,414,433.61	28.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,807,058.35	16,414,433.61	28.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,807,058.35	16,414,433.61	28.2%
2) Ending Balance, June 30 (E + F1e)			16,414,433.61	16,246,650.93	-1.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	2,000.00	0.00	-100.0%
Stores		9712	1,546,484.58	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			14,643,126.77	16,023,828.67	9.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	222,822.26	222,822.26	0.0%
Cafeteria Fund	0000	9780	222,822.26		
Cafeteria Fund	0000	9780		222,822.26	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2020-21 Unaudited Actuals</b>	<b>2021-22 Budget</b>
5310	Child Nutrition: School Programs (e.g., School Lunch, School I	4,399,291.74	5,726,736.42
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Cen	1,248,823.63	1,302,080.67
5330	Child Nutrition: Summer Food Service Program Operations	8,877,320.00	8,877,320.18
9010	Other Restricted Local	117,691.40	117,691.40
<b>Total, Restricted Balance</b>		<b>14,643,126.77</b>	<b>16,023,828.67</b>

## CAPITAL PROJECTS FUNDS

### **Capital Projects Funds Definition**

The Capital Projects Funds are used to account for resources used for the acquisition or construction of capital facilities by the District. This classification includes the Building Fund, Capital Facilities Fund and Capital Project Fund for Blended Components Units.

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,683,407.59	142,115.00	-96.1%
5) TOTAL, REVENUES			3,683,407.59	142,115.00	-96.1%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	427,082.23	644,706.12	51.0%
3) Employee Benefits		3000-3999	242,539.87	363,317.09	49.8%
4) Books and Supplies		4000-4999	(3,683,019.63)	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	656,226.69	0.00	-100.0%
6) Capital Outlay		6000-6999	36,008,625.89	13,577,100.02	-62.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			33,651,455.05	14,585,123.23	-56.7%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(29,968,047.46)	(14,443,008.23)	-51.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	1,919,292.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,919,292.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(28,048,755.46)	(14,443,008.23)	-48.5%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	62,467,592.82	34,418,837.36	-44.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			62,467,592.82	34,418,837.36	-44.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			62,467,592.82	34,418,837.36	-44.9%
2) Ending Balance, June 30 (E + F1e)			34,418,837.36	19,975,829.13	-42.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			34,418,837.36	19,975,829.13	-42.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	17,560,304.04		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	343,001.01		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	16,117,637.28		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	393,692.76		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	3,653,632.64		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			38,068,267.73		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	3,649,430.37		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			3,649,430.37		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			34,418,837.36		

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
Unsecured Roll					
		8616	0.00	0.00	0.0%
Prior Years' Taxes					
		8617	0.00	0.00	0.0%
Supplemental Taxes					
		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
Other					
		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Leases and Rentals					
		8650	0.00	0.00	0.0%
Interest					
		8660	207,012.16	142,115.00	-31.3%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	3,476,395.43	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			3,683,407.59	142,115.00	-96.1%
<b>TOTAL, REVENUES</b>			3,683,407.59	142,115.00	-96.1%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	140,992.35	373,607.28	165.0%
Clerical, Technical and Office Salaries		2400	286,089.88	271,098.84	-5.2%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>427,082.23</b>	<b>644,706.12</b>	<b>51.0%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	81,866.36	147,444.44	80.1%
OASDI/Medicare/Alternative		3301-3302	32,005.65	48,395.81	51.2%
Health and Welfare Benefits		3401-3402	98,210.96	117,755.28	19.9%
Unemployment Insurance		3501-3502	209.14	7,842.51	3649.9%
Workers' Compensation		3601-3602	6,619.80	9,670.69	46.1%
OPEB, Allocated		3701-3702	23,341.70	32,004.00	37.1%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	286.26	204.36	-28.6%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>242,539.87</b>	<b>363,317.09</b>	<b>49.8%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	(4,350,839.67)	0.00	-100.0%
Noncapitalized Equipment		4400	667,820.04	0.00	-100.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>(3,683,019.63)</b>	<b>0.00</b>	<b>-100.0%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	8,665.00	0.00	-100.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	647,561.69	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			656,226.69	0.00	-100.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	4,025,624.88	0.00	-100.0%
Buildings and Improvements of Buildings		6200	31,797,222.97	13,577,100.02	-57.3%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	185,778.04	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			36,008,625.89	13,577,100.02	-62.3%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			33,651,455.05	14,585,123.23	-56.7%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	1,919,292.00	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			1,919,292.00	0.00	-100.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			1,919,292.00	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,683,407.59	142,115.00	-96.1%
5) TOTAL, REVENUES			3,683,407.59	142,115.00	-96.1%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		33,651,455.05	14,585,123.23	-56.7%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			33,651,455.05	14,585,123.23	-56.7%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(29,968,047.46)	(14,443,008.23)	-51.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	1,919,292.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,919,292.00	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(28,048,755.46)	(14,443,008.23)	-48.5%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	62,467,592.82	34,418,837.36	-44.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			62,467,592.82	34,418,837.36	-44.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			62,467,592.82	34,418,837.36	-44.9%
2) Ending Balance, June 30 (E + F1e)			34,418,837.36	19,975,829.13	-42.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			34,418,837.36	19,975,829.13	-42.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%



<b>Resource</b>	<b>Description</b>	<b>2020-21 Unaudited Actuals</b>	<b>2021-22 Budget</b>
9010	Other Restricted Local	34,418,837.36	19,975,829.13
Total, Restricted Balance		<u>34,418,837.36</u>	<u>19,975,829.13</u>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	8,302,467.34	6,480,000.00	-22.0%
5) TOTAL, REVENUES			8,302,467.34	6,480,000.00	-22.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	216,156.66	0.00	-100.0%
6) Capital Outlay		6000-6999	5,980,150.47	3,000,000.00	-49.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	2,695,000.00	3,543,702.00	31.5%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			8,891,307.13	6,543,702.00	-26.4%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(588,839.79)	(63,702.00)	-89.2%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(588,839.79)	(63,702.00)	-89.2%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	20,196,507.06	19,607,667.27	-2.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			20,196,507.06	19,607,667.27	-2.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			20,196,507.06	19,607,667.27	-2.9%
2) Ending Balance, June 30 (E + F1e)			19,607,667.27	19,543,965.27	-0.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			19,607,667.27	19,543,965.27	-0.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	20,850,740.34		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	171,891.92		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	52,176.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			21,074,808.26		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	1,309,139.61		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	158,001.38		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			1,467,140.99		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			19,607,667.27		

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
Unsecured Roll					
		8616	0.00	0.00	0.0%
Prior Years' Taxes					
		8617	0.00	0.00	0.0%
Supplemental Taxes					
		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
Other					
		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	2,910,810.68	1,500,000.00	-48.5%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Interest					
		8660	124,944.00	80,000.00	-36.0%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	0.00	0.00	0.0%
Fees and Contracts Mitigation/Developer Fees					
		8681	5,266,712.66	4,900,000.00	-7.0%
Other Local Revenue All Other Local Revenue					
		8699	0.00	0.00	0.0%
All Other Transfers In from All Others					
		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			8,302,467.34	6,480,000.00	-22.0%
<b>TOTAL, REVENUES</b>			8,302,467.34	6,480,000.00	-22.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	158,001.38	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	58,155.28	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>216,156.66</b>	<b>0.00</b>	<b>-100.0%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	5,980,150.47	3,000,000.00	-49.8%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>5,980,150.47</b>	<b>3,000,000.00</b>	<b>-49.8%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	718,702.00	New
Other Debt Service - Principal		7439	2,695,000.00	2,825,000.00	4.8%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>2,695,000.00</b>	<b>3,543,702.00</b>	<b>31.5%</b>
<b>TOTAL, EXPENDITURES</b>			<b>8,891,307.13</b>	<b>6,543,702.00</b>	<b>-26.4%</b>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%



Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	8,302,467.34	6,480,000.00	-22.0%
5) TOTAL, REVENUES			8,302,467.34	6,480,000.00	-22.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		6,196,307.13	3,000,000.00	-51.6%
9) Other Outgo	9000-9999	Except 7600-7699	2,695,000.00	3,543,702.00	31.5%
10) TOTAL, EXPENDITURES			8,891,307.13	6,543,702.00	-26.4%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(588,839.79)	(63,702.00)	-89.2%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(588,839.79)	(63,702.00)	-89.2%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	20,196,507.06	19,607,667.27	-2.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			20,196,507.06	19,607,667.27	-2.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			20,196,507.06	19,607,667.27	-2.9%
2) Ending Balance, June 30 (E + F1e)			19,607,667.27	19,543,965.27	-0.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			19,607,667.27	19,543,965.27	-0.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2020-21 Unaudited Actuals</b>	<b>2021-22 Budget</b>
9010	Other Restricted Local	19,607,667.27	19,543,965.27
Total, Restricted Balance		<u>19,607,667.27</u>	<u>19,543,965.27</u>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,870,273.38	1,940,627.00	3.8%
5) TOTAL, REVENUES			1,870,273.38	1,940,627.00	3.8%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	14,523.48	15,552.00	7.1%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	2,770,334.00	2,092,777.00	-24.5%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			2,784,857.48	2,108,329.00	-24.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(914,584.10)	(167,702.00)	-81.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(914,584.10)	(167,702.00)	-81.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,020,745.62	1,106,161.52	-45.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,020,745.62	1,106,161.52	-45.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,020,745.62	1,106,161.52	-45.3%
2) Ending Balance, June 30 (E + F1e)			1,106,161.52	938,459.52	-15.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			1,106,161.52	938,459.52	-15.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	1,103,783.52		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	2,378.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			1,106,161.52		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			1,106,161.52		

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	1,864,214.38	1,930,977.00	3.6%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	6,059.00	9,650.00	59.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			1,870,273.38	1,940,627.00	3.8%
<b>TOTAL, REVENUES</b>			1,870,273.38	1,940,627.00	3.8%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	14,523.48	15,552.00	7.1%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>14,523.48</b>	<b>15,552.00</b>	<b>7.1%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	2,770,334.00	2,092,777.00	-24.5%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>2,770,334.00</b>	<b>2,092,777.00</b>	<b>-24.5%</b>
<b>TOTAL, EXPENDITURES</b>			<b>2,784,857.48</b>	<b>2,108,329.00</b>	<b>-24.3%</b>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)					
			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,870,273.38	1,940,627.00	3.8%
5) TOTAL, REVENUES			1,870,273.38	1,940,627.00	3.8%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		14,523.48	15,552.00	7.1%
9) Other Outgo	9000-9999	Except 7600-7699	2,770,334.00	2,092,777.00	-24.5%
10) TOTAL, EXPENDITURES			2,784,857.48	2,108,329.00	-24.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(914,584.10)	(167,702.00)	-81.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(914,584.10)	(167,702.00)	-81.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,020,745.62	1,106,161.52	-45.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,020,745.62	1,106,161.52	-45.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,020,745.62	1,106,161.52	-45.3%
2) Ending Balance, June 30 (E + F1e)			1,106,161.52	938,459.52	-15.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			1,106,161.52	938,459.52	-15.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2020-21 Unaudited Actuals</b>	<b>2021-22 Budget</b>
9010	Other Restricted Local	1,106,161.52	938,459.52
Total, Restricted Balance		<u>1,106,161.52</u>	<u>938,459.52</u>

## DEBT SERVICE FUNDS

### **Debt Service Funds Definition**

The Debt Service Funds are used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest, and related costs. This classification includes the Bond Interest and Redemption Fund.

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	382,505.00	330,000.00	-13.7%
4) Other Local Revenue		8600-8799	50,527,389.30	44,417,325.00	-12.1%
5) TOTAL, REVENUES			50,909,894.30	44,747,325.00	-12.1%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	48,556,900.00	48,556,901.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			48,556,900.00	48,556,901.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			2,352,994.30	(3,809,576.00)	-261.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			2,352,994.30	(3,809,576.00)	-261.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	31,948,534.35	34,301,528.65	7.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			31,948,534.35	34,301,528.65	7.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			31,948,534.35	34,301,528.65	7.4%
2) Ending Balance, June 30 (E + F1e)			34,301,528.65	30,491,952.65	-11.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	34,301,528.65	30,491,952.65	-11.1%
Bond Interest and Redemption Fund	0000	9780	34,301,528.65		
Bond Interest and Redemption Fund	0000	9780		30,491,952.65	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	52,847,001.65		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	117,699.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			52,964,700.65		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	12,119,064.65		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	6,544,107.35		
6) TOTAL, LIABILITIES			18,663,172.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			34,301,528.65		

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	382,505.00	329,115.00	-14.0%
Other Subventions/In-Lieu Taxes		8572	0.00	885.00	New
<b>TOTAL, OTHER STATE REVENUE</b>			382,505.00	330,000.00	-13.7%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes Voted Indebtedness Levies Secured Roll		8611	45,652,203.00	34,074,893.00	-25.4%
Unsecured Roll		8612	1,647,149.00	1,439,814.00	-12.6%
Prior Years' Taxes		8613	561,973.00	2,677,807.00	376.5%
Supplemental Taxes		8614	1,287,464.00	1,281,072.00	-0.5%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	12,008.00	5,569.00	-53.6%
Interest		8660	1,359,093.00	1,247,083.00	-8.2%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	7,499.30	3,691,087.00	49119.1%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			50,527,389.30	44,417,325.00	-12.1%
<b>TOTAL, REVENUES</b>			50,909,894.30	44,747,325.00	-12.1%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Bond Redemptions		7433	0.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	0.00	0.00	0.0%
Debt Service - Interest		7438	19,851,900.00	19,432,524.00	-2.1%
Other Debt Service - Principal		7439	28,705,000.00	29,124,377.00	1.5%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>48,556,900.00</b>	<b>48,556,901.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>48,556,900.00</b>	<b>48,556,901.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	382,505.00	330,000.00	-13.7%
4) Other Local Revenue		8600-8799	50,527,389.30	44,417,325.00	-12.1%
5) TOTAL, REVENUES			50,909,894.30	44,747,325.00	-12.1%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	48,556,900.00	48,556,901.00	0.0%
10) TOTAL, EXPENDITURES			48,556,900.00	48,556,901.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>					
			2,352,994.30	(3,809,576.00)	-261.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			2,352,994.30	(3,809,576.00)	-261.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	31,948,534.35	34,301,528.65	7.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			31,948,534.35	34,301,528.65	7.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			31,948,534.35	34,301,528.65	7.4%
2) Ending Balance, June 30 (E + F1e)			34,301,528.65	30,491,952.65	-11.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	34,301,528.65	30,491,952.65	-11.1%
Bond Interest and Redemption Fund	0000	9780	34,301,528.65		
Bond Interest and Redemption Fund	0000	9780		30,491,952.65	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

## PROPRIETARY FUNDS

### **Proprietary Funds Definition**

Proprietary Funds are used to account for activities that are more business-like than government-like in nature. Business-type activities include those for which a fee is charged to external users or to other organizational units of the LEA, normally on a full cost-recovery basis. Proprietary funds are generally intended to be self-supporting. This classification includes the Self-Insurance Fund, which includes the Dental/Vision Fund.



Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	14,072,178.47	15,125,000.00	7.5%
5) TOTAL, REVENUES			14,072,178.47	15,125,000.00	7.5%
<b>B. EXPENSES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	351,419.03	349,545.60	-0.5%
3) Employee Benefits		3000-3999	221,513.64	242,829.78	9.6%
4) Books and Supplies		4000-4999	4,372.23	37,149.00	749.7%
5) Services and Other Operating Expenses		5000-5999	13,797,675.12	14,473,000.00	4.9%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			14,374,980.02	15,102,524.38	5.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(302,801.55)	22,475.62	-107.4%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			(302,801.55)	22,475.62	-107.4%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	12,935,257.21	12,632,455.66	-2.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,935,257.21	12,632,455.66	-2.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			12,935,257.21	12,632,455.66	-2.3%
2) Ending Net Position, June 30 (E + F1e)			12,632,455.66	12,654,931.28	0.2%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	12,632,455.66	12,654,931.28	0.2%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	11,397,178.58		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	392.46		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	250,000.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	2,303,291.49		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	82.13		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	0.00		
c) Accumulated Depreciation - Land Improvements		9425	0.00		
d) Buildings		9430	0.00		
e) Accumulated Depreciation - Buildings		9435	0.00		
f) Equipment		9440	0.00		
g) Accumulated Depreciation - Equipment		9445	0.00		
h) Work in Progress		9450	0.00		
10) TOTAL, ASSETS			13,950,944.66		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	1,318,489.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	0.00		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			1,318,489.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. NET POSITION</b>					
Net Position, June 30 (must agree with line F2) (G10 + H2) - (I7 + J2)			12,632,455.66		

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>OTHER STATE REVENUE</b>					
STRS On-Behalf Pension Contributions	7690	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	54,437.00	45,000.00	-17.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	14,017,741.47	15,080,000.00	7.6%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			14,072,178.47	15,125,000.00	7.5%
<b>TOTAL, REVENUES</b>			14,072,178.47	15,125,000.00	7.5%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	85,729.26	88,298.28	3.0%
Clerical, Technical and Office Salaries		2400	265,689.77	261,247.32	-1.7%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			351,419.03	349,545.60	-0.5%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	71,266.72	79,474.56	11.5%
OASDI/Medicare/Alternative		3301-3302	22,268.48	25,524.74	14.6%
Health and Welfare Benefits		3401-3402	96,208.25	100,680.84	4.6%
Unemployment Insurance		3501-3502	120.13	4,100.89	3313.7%
Workers' Compensation		3601-3602	3,958.08	5,243.19	32.5%
OPEB, Allocated		3701-3702	27,358.02	27,468.00	0.4%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	333.96	337.56	1.1%
TOTAL, EMPLOYEE BENEFITS			221,513.64	242,829.78	9.6%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	4,372.23	32,875.00	651.9%
Noncapitalized Equipment		4400	0.00	4,274.00	New
TOTAL, BOOKS AND SUPPLIES			4,372.23	37,149.00	749.7%

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENSES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	1,165.58	11,000.00	843.7%
Dues and Memberships		5300	0.00	3,000.00	New
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	4,000.00	New
Professional/Consulting Services and Operating Expenditures		5800	13,796,509.54	14,455,000.00	4.8%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENSES</b>			<b>13,797,675.12</b>	<b>14,473,000.00</b>	<b>4.9%</b>
<b>DEPRECIATION AND AMORTIZATION</b>					
Depreciation Expense		6900	0.00	0.00	0.0%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.0%
<b>TOTAL, DEPRECIATION AND AMORTIZATION</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENSES</b>			<b>14,374,980.02</b>	<b>15,102,524.38</b>	<b>5.1%</b>

Description	Resource Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%



Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	14,072,178.47	15,125,000.00	7.5%
5) TOTAL, REVENUES			14,072,178.47	15,125,000.00	7.5%
<b>B. EXPENSES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		14,374,980.02	15,102,524.38	5.1%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			14,374,980.02	15,102,524.38	5.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(302,801.55)	22,475.62	-107.4%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Unaudited Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			(302,801.55)	22,475.62	-107.4%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	12,935,257.21	12,632,455.66	-2.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,935,257.21	12,632,455.66	-2.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			12,935,257.21	12,632,455.66	-2.3%
2) Ending Net Position, June 30 (E + F1e)			12,632,455.66	12,654,931.28	0.2%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	12,632,455.66	12,654,931.28	0.2%

<b>Resource</b>	<b>Description</b>	<b>2020-21 Unaudited Actuals</b>	<b>2021-22 Budget</b>
	Total, Restricted Net Position	0.00	0.00



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item: 10.2

**Meeting Date:** September 16, 2021

**Subject:** Bond Oversight Committee Measures Q and R Annual Report 2020-2021

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

**Department:** Facilities Support Services

**Recommendation:** Board to receive the 2020-2021 Bond Oversight Committee's report.

**Background/Rationale:** The Bond Oversight Committee (BOC) is comprised of community members who are committed to improving the school facilities in which our children learn, and overseeing the District's fiscal oversight duty to the voters. The BOC oversees the District's expenditure of bond proceeds by reviewing expenditure reports produced by the District to ensure bond proceeds are expended only for the purpose set forth in the ballot measure and that no bond proceeds are used for any teacher or administrative salaries or other operating expenses. The committee works with an independent auditor, conducts research and conducts site visits to guarantee these duties are fulfilled. The committee meets four times a year. One of the requirements of the BOC is to present an annual report to the Board of Education.

**Financial Considerations:** N/A

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

**Documents Attached:**

1. Executive Summary

**Estimated Time of Presentation:** 10 minute presentation  
**Submitted by:** Rose F. Ramos, Chief Business Officer  
Approved by: Jorge A. Aguilar, Superintendent



### **I. OVERVIEW / HISTORY**

Proposition 39 General obligation bonds require the appointment of a Bond Oversight Committee (BOC). The BOC oversees the expenditure of money for the construction, repair, and modernization of schools by the District. The BOC communicates its finding to the Board and the public in order to ensure that school bond funds are invested as the voters intended and that projects are completed wisely and efficiently.

To guarantee this, the Committee works with an independent auditor and conducts research, surveys and site visits at the district and school site level. The BOC typically meets four times a year. During the meetings, the committee will listen to reports from staff and consultants summarize the status of projects in progress. At some point during the year, a financial audit and a performance audit is presented for the Committee's review. Once a year, the BOC makes a year-end report to the Board of Trustees.

### **II. DRIVING GOVERNANCE**

California Constitution (Article 13A)

Education Codes 15264 - 15288

Board Policy 7210

### **III. BUDGET**

N/A

### **IV. GOALS, OBJECTIVES, AND MEASURES**

The Sacramento City Unified School District's Bond Oversight Committee is to inform the Board and the public regarding the expenditure of general obligation bond funds.

### **V. MAJOR INITIATIVES**

N/A

### **VI. RESULTS**

The Committee has prepared a presentation/report to the Board regarding expenditures from Measures Q and R funds for the 2020-2021 fiscal year.

### **VII. LESSONS LEARNED/NEXT STEPS**

Board to receive report.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1

**Meeting Date:** September 16, 2021

**Subject:** Public Hearing: Second Reading of Revised Board Policy 3580 (District Records)

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

**Division:** Legal Services and Technology Services

**Recommendation:** Approve revisions to Board Policy 3580

**Background/Rationale:** State and federal law require that the District develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of District documents. Such documents include electronically stored information (e.g., emails).

In order to ensure the confidentiality of records and safeguard data against damage, revisions are necessary. No prior updates to BP 3580 have occurred since 2001. Such updates include language in the CSBA Gamut model policy.

The District plans to adopt AR 3580, which includes language in the CSBA Gamut model regulation.

**Documents Attached:**

1. BP 3580 (Redlines)

<p><b>Estimated Time of Presentation:</b> 10 Minutes <b>Submitted by:</b> Raoul Bozio, In House Counsel and Bob Lyons, Chief Information Officer <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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# Board of Education Executive Summary

## Legal Department and Technology Services

Revision to Board Policy (BP) 3580: District Records

September 16, 2021



### I. Overview/History of Department or Program

State and federal law require that the District develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of District documents. Such documents include electronically stored information (e.g., emails).

The current version of Board Policy 3580 was adopted in 1998 and revised in 2001. The proposed revisions to Board Policy 3580 are based on the updates provided by the California School Boards Association (CSBA).

The revised board policy includes provisions regarding the District's document management system and processes for notifications concerning breach of security of District records to ensure its records are developed, maintained, and disposed of in accordance with law. AR 3582 furthermore addresses details of timelines for retaining records and processes regarding electronically stored information.

### II. Driving Governance:

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level.

California's Education Code sections 35250-35258 pertain to records and reports and the District's requirements regarding the same. *See e.g.*, Cal. Ed. Code § 3254 ("The governing board of any school district may make photographic, microfilm, or electronic copies of any records of the district. The original of any records of which a photographic, microfilm, or electronic copy has been made may be destroyed when provision is made for permanently maintaining the photographic, microfilm or electronic copies in the files of the district, except that no original record that is basic to any required audit shall be destroyed prior to the second July 1st succeeding the completion of the audit.").

Pursuant to California Civil Code section 1798.29(a):

Any agency that owns or licenses computerized data that includes personal information shall disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of California (1) whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person, or, (2) whose encrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person and the encryption key or security



# Board of Education Executive Summary

## Legal Department and Technology Services

Revision to Board Policy (BP) 3580: District Records

September 16, 2021



credential was, or is reasonably believed to have been, acquired by an unauthorized person and the agency that owns or licenses the encrypted information has a reasonable belief that the encryption key or security credential could render that personal information readable or usable. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subdivision (c), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

### III. Budget:

The proposed policy is intended to address the District's document management system, including instances of a breach of security of District records. There is no direct budget impact from the revision to this policy.

### IV. Goals, Objectives and Measures:

Pursuant to the District's LCAP Goals, this Board Policy meets "Operational Excellence." The goal is to ensure that District records are developed, maintained, and disposed of in accordance with law.

### V. Major Initiatives:

This District records policy is critical to ensure the processes for a secure document management system and set forth how staff and others should store, retrieve, archive, and destroy documents. This Board Policy is also critical to maintain the confidentiality of records and establish regulations to safeguard data.

### VI. Results:

Approval of revision to Board Policy 3580. Ensure compliance with state and federal law.

### VII. Lessons Learned/Next Steps:

Adoption of revised Board Policy 3580 concerning District records. Information and correspondences concerning this matter have previously been shared with the District. Further updates will be provided as necessary.

# Sacramento City USD

## Board Policy

### District Records

BP 3580

#### Business and Noninstructional Operations

##### ~~District~~

~~The Governing Board recognizes the importance of securing and retaining district documents. The Superintendent or designee shall ensure that district records shall be developed, maintained, and disposed of in accordance with law and California Department of Education regulations, Board policy, and administrative regulation.~~

~~(cf. 1340 - Access to District Records)~~

~~(cf. 3440 - Inventories)~~

~~(cf. 4112.6/4212.6/4312.6 - Personnel Files)~~

~~(cf. 5125 - Student Records)~~

~~The Superintendent or designee shall consult with district legal counsel, site administrators, district information technology staff, personnel department staff, and others as necessary to develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of district documents, including electronically stored information such as email. This document management system shall be designed to comply with state and federal laws regarding security of records, record retention and destruction, response to "litigation hold" discovery requests, and the recovery of records in the event of a disaster or emergency.~~

~~(cf. 0440 - District Technology Plan)~~

~~(cf. 3516 - Emergencies and Disaster Preparedness Plan)~~

~~(cf. 4040 - Employee Use of Technology)~~

~~The Superintendent or designee shall establish regulations that define records which are permanent, optional, and disposable and specify how each type of record is to be maintained or destroyed. Any microfilm copies of original records shall be permanently retained.~~

~~(cf. 9011 - Board Member Electronic Communications)~~

The Superintendent or designee shall ensure the confidentiality of records as required by law and shall establish regulations to safeguard data against damage, loss, or losstheft.

~~District public records shall not include the actual addresses of students, parents/guardians or employees when a substitute address is designated by the Secretary of State for victims of domestic violence. (Government Code 6207)~~

~~(cf. 1340 - Access to District Records)~~

~~(cf. 3440 - Inventories)~~

~~(cf. 4040 - Employee Use of Technology)~~

~~(cf. 4112.6/4212.6/4312.6 - Personnel **Records**)~~

~~(cf. 5111.1 - District Residency)~~

~~(cf. 5125 - Student Records)~~

(cf. 5125.1 - Release of Directory Information)

The Superintendent or designee shall ensure that employees receive information about the district's document management system, including retention and confidentiality requirements and an employee's obligations in the event of a litigation hold established on the advice of legal counsel.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

If the district discovers or is notified that a breach of security of district records containing unencrypted personal information has occurred, the Superintendent or designee shall notify every individual whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Personal information includes, but is not limited to, a social security number, driver's license or identification card number, medical information, health insurance information, or an account number in combination with an access code or password that would permit access to a financial account. (Civil Code 1798.29)

The Superintendent or designee shall provide the notice in a timely manner either in writing or electronically, unless otherwise provided in law. The notice shall include the material specified in Civil Code 1798.29, be formatted as required, and be distributed in a timely manner, consistent with the legitimate needs of law enforcement to conduct an uncompromised investigation or any measures necessary to determine the scope of the breach and restore reasonable integrity of the data system. (Civil Code 1798.29)

(cf. 1112 - Media Relations)

(cf. 1113 - District and School Web Sites)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

## Safe at Home Program

District public records shall not include the actual addresses of students, parents/guardians, or employees when a substitute address is designated by the Secretary of State pursuant to the Safe at Home program. (Government Code 6206, 6207)

When a substitute address card is provided pursuant to this program, the confidential, actual address may be used only to establish district residency requirements for enrollment and for school emergency purposes.

(cf. 5111.1 - District Residency)

(cf. 5141 - Health Care and Emergencies)

### Legal Reference:

#### EDUCATION CODE

- 35145 Public meetings
- 35163 Official actions, minutes and journal
- 35250-35255 Records and reports
- 44031 Personnel file contents and inspection
- 49065 Reasonable charge for transcripts

49069 Absolute right to access

#### CIVIL CODE

1798.29 Breach of security involving personal information

#### CODE OF CIVIL PROCEDURE

1985.8 Electronic Discovery Act

2031.010-2031.060 Civil Discovery Act, scope of discovery demand

2031.210-2031.320 Civil Discovery Act, response to inspection demand

#### GOVERNMENT CODE

6205-~~6211~~6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking

6252-6265 Inspection of public records

12946 Retention of employment applications and records for two years

#### PENAL CODE

11170 Retention of child abuse reports

#### CODE OF REGULATIONS, TITLE 5

430 Individual student records; definition

432 Varieties of ~~pupil~~student records

16020-16022 Records-, general provisions

16023-16027 Retention of records

#### UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act  
CODE OF FEDERAL REGULATIONS, TITLE 34  
99.1-99.8 Family Educational Rights and Privacy Act

Management Resources:

~~SECRETARY OF STATE~~

~~Letter re: California Confidential Address Program Implementation (SB 489), August 27, 1999~~

WEB SITES

California Secretary of State: <http://www.sssos.ca.gov/safeathome>

Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

adopted: November 16, 1998 Sacramento, California

revised: November 5, 2001

revised:



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.2

**Meeting Date:** September 16, 2021

**Subject:** **Public Hearing for Resolution No. 3221: Resolution of Intention to Convey Utility Easement Entitlements to the Sacramento Municipal Utilities District for Transportation Services**

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

**Division:** Facilities Support Services

**Recommendation:** Provide a Public Hearing on Resolution No. 3221, which declares the District's Intention to Convey Utility Easement Entitlements to the Sacramento Municipal Utilities District (SMUD) for Transportation Services.

**Background/Rationale:** The District is developing the electric bus infrastructure at Transportation Services and SMUD has jurisdiction over the electrical distribution facilities to serve Transportation Services. SMUD requires a utility easement to provide electrical services to Transportation Services.

Pursuant to Education Code 17557, the District adopted Resolution No. 3221 at its September 2, 2021, Board of Education Meeting. Resolution No. 3221, declared the District's intention to convey District property: 7050 San Joaquin Avenue, Sacramento, CA 95820, to SMUD for a utility easement.

Pursuant to Education Code 17558, copies of the adopted Resolution No. 3221 are posted in three public places within the District and a Notice of Public hearing was published in the Sacramento Bee on September 7, 2021.

**Financial Considerations:** N/A

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

**Documents Attached:**

1. Executive Summary
2. Notice of Public Hearing

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

# Board of Education Executive Summary

## Facilities Support Services

Public Hearing for Resolution No. 3221 Resolution of Intention to Convey Utility Easement Entitlements to the Sacramento Municipal Utilities District for Transportation Services  
September 16, 2021



### I. Overview/History of Department or Program

The District is currently in the construction phase for its Transportation Electric Bus Infrastructure project, located at 7050 San Joaquin St, Sacramento, CA. During this phase, the District is working with local jurisdictions to provide necessary infrastructure. The Sacramento Municipal Utilities District (SMUD), has jurisdiction over the electrical distribution facilities that serve Transportation Services. SMUD requires a utility easement for it to provide electrical services to this facility.

To initiate the process for a utility easement, Education Code 17557 specifies that the District has to provide a resolution of its intention to dedicate real property. On the September 2, 2021, Board of Education Meeting, the Governing Board adopted Resolution No. 3221 which declared the District's intention to convey District property located at 7050 San Joaquin St, Sacramento, CA 95820, to SMUD for a utility easement.

Thereafter, Pursuant to Education Code 17558, copies of Resolution No. 3221 were posted in three public places within the District and a Notice of Public Hearing was published in the Sacramento Bee on September 7, 2021.

### II. Driving Governance:

Education Code Article 15 §17556-17561

### III. Budget:

N/A

### IV. Goals, Objectives and Measures:

Convey Utility Easement Entitlements to SMUD to provide electrical services to Transportation Services.

### V. Major Initiatives:

N/A

### VI. Results:

The Transportation Services facility upon completion will have adequate electrical services provided by SMUD to run its operations which includes 15 electric charging stations.

### VII. Lessons Learned/Next Steps:

Adopt Resolution No. 3223, which conveys Utility Easement Entitlements to SMUD for Transportation Services for its Transportation Electric Bus Infrastructure project.



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

## **NOTICE OF PUBLIC HEARING**

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

### **Topic of Hearing:**

**Resolution No. 3221: Resolution of Intention to Convey Utility Easement Entitlements to the  
Sacramento Municipal Utilities District for Transportation Services**

Copies of this resolution may be inspected at:

**Serna Educational Center  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824**

**SCUSD Transportation Office  
7050 San Joaquin Ave  
Sacramento, CA 95820**

**SCUSD Maintenance Office  
425 1<sup>st</sup> Ave  
Sacramento, CA 95818**

The Sacramento City Unified School District Governing Board will consider adoption of a  
Resolution to Convey Utility Easement Entitlements to the Sacramento Municipal Utilities  
District for Transportation Services

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**HEARING DATE:** Thursday, September 16, 2021

**TIME:** 6:00 p.m.

**LOCATION:** Virtual livestream at <https://www.scusd.edu/post/watch-meeting-live>

Due to the COVID-19 pandemic, no physical location of the meeting will be  
provided to the public.

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. 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/SCUSDcommentSeptember16>; 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 16, 2021.

**FOR ADDITIONAL INFORMATION CONTACT:** SCUSD Facilities Support Services Department  
(916) 395-3970 Extension 450005.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1a

**Meeting Date:** September 16, 2021

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

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

**Division:** Business Services

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

**Background/Rationale:**

**Financial Considerations:** See attached.

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

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements

<p><b>Estimated Time of Presentation:</b> N/A <b>Submitted by:</b> Rose Ramos, Chief Business Officer Jessica Sulli, Contract Specialist <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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## GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<b><u>COLLEGE &amp; CAREER READINESS</u></b>		
California Department of Education A22-00017	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2020/21	\$443,563 No Match
<p>7/1/21 – 6/30/22: Strengthening Career &amp; Technical Education for the 21st Century Grant is funded through the reauthorization of the Carl D. Perkins Career &amp; Technical Education Act of 2006. The grant shall be used for many activities, including:</p> <ul style="list-style-type: none"> <li>• Evidence-based research and evaluation to develop, improve, and identify the most successful methods to eliminate inequities in access to, and in opportunities for, learning, skill development, or effective teaching in CTE programs;</li> <li>• Evidence-based research and analyses that provide longitudinal information with respect to CTE education programs and programs of study and student achievement; and</li> <li>• The implementation of, evaluation of, or evidence-based research of, innovative methods that support high-quality implementation of CTE programs and CTE related programs of study and student achievement.</li> </ul> <p>24 CTE Pathways serve upward of 3,600 high school students in the District.</p> <p>Ratification is requested because the grant award notice had to be signed and returned to CDE within 10 days of receipt to avoid jeopardizing the funding.</p>		

## EXPENDITURE AND OTHER AGREEMENTS

### Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>LUTHER BURBANK HIGH SCHOOL</u></b>		
Center for Land-Based Learning SA22-00152	6/1/21 – 6/30/23: Center for Land-Based Learning (CLBL) will partner with Luther Burbank’s Urban Agriculture Academy (UAA) to increase student impact and expand post-secondary opportunities for students through direct support of the UAA’s Paid Internship Program and the expansion of targeted workforce development and college and career readiness programming.	Year 1: \$83,553
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Year 2: \$87,694
	CLBL will provide assistance in the selection, supervision and education of 10-12 Burbank Urban Garden student interns and 2-4 LBHS alumni each year who will work 15-20 hours a week in the garden gaining hands-on experience of the ins and outs of maintaining an urban farm. LBHS alumni will work as internship supervisory assistants and will assist with project management and student intern supervision.	Total: \$171,247
	CLBL will provide 40 hours of workforce development training workshops which will center around exploring individual students’ connections to specific career pathways, developing leadership skills, professional soft	SYDPF Grant

and hard skills, and financial literacy awareness, and putting student workforce readiness into practice through networking, job shadows, mock interviews and completing job and post-secondary education and training program applications.

Other services will include facilitating college visits, coordination of guest speakers, CLBL's FARMS Leadership program for up to seven UAA students, and technical assistance for grant reporting.

This contract is funded by the City of Sacramento's Youth Development Plan & Framework for Children and Youth Programs (SYDPF) grant, paid for by Measure U.

**SPECIAL EDUCATION**

<p>Ellen Hoke Corp. SA22-00146</p>	<p>9/16/21 – 6/30/22: Teacher of Students with Visual Impairments (TVI) services including Braille instruction, materials accommodation and assistive technology for visual impairment, as requested by the Special Education department for the 21/22 school year. Special Education is legally obligated to provide the services under students' IEPs and must contract for the services until the vacant TVI positions have been filled. Special Education staff have also been in contact with the only regional TVI preparation program, at San Francisco State University, in an attempt to recruit interns and there have been none available to date. Surrounding districts are experiencing similar challenges. Because of their own inability to fill TVI positions, SCOE is unable to offer support at this time. Under Government Code 53060 the District may contract for these services without competitive bidding.</p>	<p>\$388,800 Special Education Funds</p>
<p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>Nonpublic School and Agency Providers</p>	<p>7/1/21 – 6/30/22: Approve Master Contracts with the following Non-Public Schools and Agencies for the 2021-2022 school year. Non-Public School services include basic education, related services, and room and board/mental health services for students in day treatment programs/residential placements. Non-Public Agency services include Speech and Language Pathology, Occupational Therapy, Physical Therapy, Music Therapy, aides, and nurses for services that are identified on Individual Education Plans (IEPs). When the District is not able to provide services via District employees, the use of contract agencies is necessary to ensure that we comply with state and federal law that govern special education.</p>	<p>\$324,400 Special Education Funds</p>
<p>New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
	<p>Non-Public School Contracts:</p>	
	<p>S22-00063 Change Academy at Lake of the Ozarks</p>	<p>\$185,000</p>
	<p>S22-00066 Beach Cities Learning - Learn Academy</p>	<p>\$35,000</p>
	<p>Non-Public Agency Contract:</p>	
	<p>S22-00064 Capital Kids Occupational Therapy</p>	<p>\$4,400</p>
	<p>S22-00067 Capital Speech &amp; Rehabilitation Services</p>	<p>\$100,000</p>

## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>				
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>	
				21	14894	67439	00	
<b>Attention</b> Jorge Aguilar				<b>STANDARDIZED ACCOUNT CODE</b>		<b>COUNTY</b>		
<b>Program Office</b> Office of the Superintendent				<b>Resource Code</b>	<b>Revenue Object</b>	34		
<b>Telephone</b> 916-643-9000				3550	8290	<b>INDEX</b>		
<b>Name of Grant Program</b> Strengthening Career and Technical Education for the 21 <sup>st</sup> Century Act						0615		
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>		
	\$443,563	\$443,563	\$443,563	1	July 1, 2021	June 30, 2022		
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>			
84.048	V048A210005	Strengthening Career and Technical Education for the 21 <sup>st</sup> Century Act			Department of Education			
<p>This is to inform you the grant award notification for the Strengthening Career and Technical Education for the 21<sup>st</sup> Century Act has been amended to reflect a corrected resource code.</p> <p>This award is made contingent upon the availability of funds and the approval of a <i>fully</i> completed application. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) within 10 days to:</p> <p style="text-align: center;">Andrea Guenthart, Associate Governmental Program Analyst          Career Technical Education Leadership Support Office          California Department of Education          1430 N Street, Suite 4202          Sacramento, CA 95814-5901</p>								
<b>California Department of Education Contact</b> Robert Wilson				<b>Job Title</b> Education Programs Consultant				
<b>E-mail Address</b> <a href="mailto:rwilson@cde.ca.gov">rwilson@cde.ca.gov</a>					<b>Telephone</b> 916-319-0675			
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> August 18, 2021			
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>								
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>								
<b>Printed Name of Authorized Agent</b> Rose Ramos				<b>Title</b> Chief Business Officer				
<b>E-mail Address</b> <a href="mailto:rose-f-ramos@scusd.edu">rose-f-ramos@scusd.edu</a>					<b>Telephone</b> 916-643-9055			
<b>Signature</b> 					<b>Date</b>			

**AGREEMENT FOR SERVICES**  
**Between**  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Luther Burbank High School**  
**and**  
**CENTER FOR LAND-BASED LEARNING**

The Sacramento City Unified School District (“District” or “SCUSD”) and Center for Land-Based Learning (“Contractor”) collectively hereinafter referred to as “the parties” hereby enter into this Agreement for program services (“Agreement”) effective on June 1, 2021.

**Scope of Services:** Contractor will partner with the Luther Burbank High School Urban Agriculture Academy (UAA) to increase student impact and expand post-secondary opportunities for Luther Burbank students through direct support of the UAA’s Urban Agriculture Paid Internship Program, and the expansion of targeted workforce development and college and career readiness programming. The services, events and experiences to be provided include, but are not limited to:

A. Assistance in the selection, supervision and education of Burbank Urban Garden (BUG) Student Interns and BUG Alumni Internship Supervisory Assistants:

Ten to twelve students in Year 1, and 13 to 15 students in Year 2, will be selected to serve as BUG Interns. Interns will work 15 to 20 hours a week, approximately 300 hours per year, in the garden. Interns will gain hands-on experience with the ins and outs of maintaining an urban farm. Interns will be supervised by both UAA teaching staff and Contractor’s Youth Internship Manager. During Years 1 and 2, two to four BUG Alumni will be selected to serve as Internship Supervisory Assistants, assisting program managers with BUG project management and student intern supervision, gaining insight into the experience of managing an urban farm. Supervisory interns will also work 15 to 20 hours a week, approximately 300 hours a year, in the garden.

The Youth Internship Manager will be responsible for providing consistent intern and supervisory assistant support and managing the interns and supervisory assistants bi-weekly timesheets and payments in partnership with the Foundation for California Community Colleges.

B. Workforce Development Training Expansion:

Both BUG Student Interns and Internship Supervisory Assistants will receive 40 hours of workforce development training. The curriculum is developed and taught by the Youth Internship Manager. Training will center around exploring individual students’ connections to specific career pathways, developing leadership skills, professional soft and hard skills, and financial literacy awareness, and putting student workforce readiness into practice through networking, job shadows, mock interviews, and completing job and post-secondary education and training program applications.

C. College and Career Readiness Programming Expansion

UAA students will participate in up to three college visits each grant year. These trips will be arranged by the Youth Internship Manager, giving the students the opportunity to explore both 2-year and 4-year colleges.

D. Agriculture and Natural Resource Guest Speaker Series Coordination:

The Youth Internship Manager will provide agricultural and natural resource network connections to UAA teaching staff as a basis for invitations to be guest speakers in the Academy classroom. Guest speakers will both present their expertise and provide hands-on workshops for BUG student interns and supervisory assistants. Interns will take on leadership roles by providing garden tours for guest speakers.

E. FARMS Leadership Program Coordination:

Up to seven advanced UAA students will be selected to participate in Contractor's FARMS Leadership Program. Through student participation in monthly field days, this program provides students with hands-on experiences and career development opportunities in all aspects of the agriculture and natural resources industries. The Youth Internship Manager will work with UAA teaching staff to recruit and interview the FARMS students each year and those students will join approximately 23 other students from 4 other high schools in the region. The Youth Internship Manager is responsible for all aspects of the program, including student selection, curriculum development, field day planning and implementation, scheduling transportation, and evaluation.

F. SYDPF Grant Reporting Assistance

The Youth Internship Manager will provide significant support in the reporting process, collecting and compiling required data, as well as assisting in the drafting and submission of required SYDPF quarterly reports.

TERMS:

A. Period of Agreement. The term of this Agreement shall be from June 1, 2021, through June 30, 2023.

B. Compensation. District agrees to compensate Contractor \$6,427.15 per month for Year 1 (13 months), and \$7,307.83 per month for Year 2. Total fee shall not exceed One Hundred Seventy-One Thousand, Two Hundred Forty-Seven Dollars (\$171,247). Payment shall be made within 30 days upon submission of periodic invoices for services rendered sent to the attention of Fanny Cheung, Controller, Luther Burbank High School, at [fannych@scusd.edu](mailto:fannych@scusd.edu).

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, Contractor, and each of



Contractor's employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by John Still shall be excess and noncontributory."

E. Fingerprinting Requirements. Contractor agrees that any employee it assigns to provide services directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any employee that Contractor assigns to provide services directly to, or have any contact with, pupil(s) of the District shall have undergone the background check required in §45125(b)&(c), including response by DOJ, before any service or contact with pupil(s) of the District is allowed.

Pursuant to Education Code §45125.1, Contractor shall provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU) and shall certify in writing to the District that Contractor has no information that any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a "violent or serious felony" as defined in §45122.1 or that they have been advised of any such arrest by the DOJ.

Contractor shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such arrest notification and prohibit the employee from having any further contact with any pupil(s) of the District until such time as the employee's arrest has been determined to not involve a "violent or serious felony" as defined in §45122.1 or the notification has been withdrawn by DOJ. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified.

Contractor further agrees and certifies that any employee providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement (or MOU)

F. Vaccination Requirements. As required by SCUSD 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 SCUSD shall be subject to the vaccination requirements set forth by the California Department of Public Health. Upon Contractor's receipt of vaccination documents, SCUSD 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 SCUSD on a weekly basis or as otherwise agreed upon by SCUSD and the Contractor. SCUSD shall provide Contractor's employees opportunities to undergo diagnostic screening testing at least once weekly through its facilities. If an employee is disqualified from working for SCUSD pursuant to the requirements by the California Department of Public Health, 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.

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

H. Termination. District may terminate this Agreement for convenience upon 30 days' written notice.

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 Contract by the Contractor; (b) any act by the Contractor exposing District to liability to others for personal injury or property damage; or (c) the Contractor 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 Contract shall cease and terminate. In the event of such termination, District may secure the required services from another contractor. If the cost to District exceeds the cost of providing the service pursuant to this Contract, 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 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.

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

J. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

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

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

M. Assignment. This Agreement is made by and between Contractor and District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

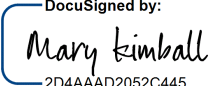
N. Entire Agreement. This Agreement constitutes the entire agreement between Contractor and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

P. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

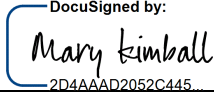
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rose Ramos, CBO  
Sacramento City Unified School District

By:  \_\_\_\_\_ Date: 09/02/2021  
Mary Kimball, CEO  
Center for Land-Based Learning

## COVID-19 Addendum

**In further consideration for this Agreement, Contractor enters this COVID-19 Addendum as Contractor will be providing services at the sites:**

1. Contractor agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
  - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
  - b. <https://covid19.ca.gov/>
  - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
  - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
  - e. [https://www.scusd.edu/sites/main/files/file-attachments/mitigation\\_guidelines.pdf](https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf)
  - f. <https://returntogether.scusd.edu/return-health>
2. Contractor agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for schools. Such guidelines may be found at:
  - a. [https://www.saccounty.net/COVID-19/Pages/ChildCare\\_Schools\\_Colleges.aspx](https://www.saccounty.net/COVID-19/Pages/ChildCare_Schools_Colleges.aspx)
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. Contractor will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Contractor will only be at the sites during the hours agreed upon with the site administration.
6. Contractor is required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

DocuSigned by:  
  
Signature: \_\_\_\_\_  
2D4AAAD2052C445...  
Mary Kimball, CEO  
Center for Land-Based Learning

Address: 40140 Best Ranch Rd., Woodland, CA 95776

Work Phone: 530-795-1520 Other Phone: 530-510-0196

Email Address: [mary@landbasedlearning.org](mailto:mary@landbasedlearning.org)

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**SERVICES AGREEMENT**

**Date:** September 16, 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 Ellen Hoke Corp. (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"):

Teacher of Students with Visual Impairments (TVI) services as requested by the Special Education Department during the 2021/22 school year. Services include Braille instruction, materials accommodation and assistive technology for visual impairment.

**ARTICLE 2. TERM.**

This Agreement shall commence on September 16, 2021, and continue through June 30, 2022, unless sooner terminated, as set forth in Article 11 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

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

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

Fee Rate: TVI/Braille Trained Paraeducator - \$90.00 per hour or \$585.00 per day (6.5 hours); TVI/Supervisor - \$150.00 per hour or \$1575.00 per day (10.5 hours) as may be requested by District. Total fee shall not exceed Three Hundred Eighty-Eight Thousand, Eight Hundred Dollars (\$388,800).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of the Special Education Department at [SPED-invoices@scusd.edu](mailto:SPED-invoices@scusd.edu).

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

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

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

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

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

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

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

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

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

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

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

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

Contractor agrees that any employee it assigns to provide services directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any employee that Contractor assigns to provide services directly to, or have any contact with, pupil(s) of the District shall have undergone the background check required in §45125(b)&(c), including response by DOJ, before any service or contact with pupil(s) of the District is allowed.

Pursuant to Education Code §45125.1, Contractor shall provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU) and shall certify in writing to the District that Contractor has no information that any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a “violent or serious felony” as defined in §45122.1 or that they have been advised of any such arrest by the DOJ.

Contractor shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such arrest notification and prohibit the employee from having any further contact with any pupil(s) of the District until such time as the employee’s arrest has been determined to not involve a “violent or serious felony” as defined in §45122.1 or the notification has been withdrawn by DOJ. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified.

Contractor further agrees and certifies that any employee providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement (or MOU).



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### **ARTICLE 8. 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:  
Ellen Hoke Corp.  
25163 Campus Dr  
Hayward, CA 94542

#### **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.

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

**ARTICLE 16. NONDISCRIMINATION.**

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

**ARTICLE 17. SEVERABILITY.**

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

**ARTICLE 18. RULES AND REGULATIONS.**

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

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

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

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

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



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

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**ELLEN HOKE CORP.**

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

Rose Ramos  
Chief Business Officer

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

Ellen Hoke  
President

\_\_\_\_\_

Date

\_\_\_\_\_

Date

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2021-2022**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2021, between the Sacramento City Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”), a member of the Sacramento City Unified School District SELPA, and Change Academy at Lake of the Ozarks (CALO) (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils

shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

**6. INDIVIDUAL SERVICES AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,



- iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of

directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

**10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20)

days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

## 15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

### PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. Injury  
\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:
- \$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

**PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:  
  
\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.  
  
The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.

- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

## 16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

## 17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## 18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## 19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the NPS; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.



For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

#### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

#### **25. CALENDARS**

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of

any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

## **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with

California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or

as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent

agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

**33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

**36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress

on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

### **38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

#### **40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

#### **41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.



Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **42. STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **43. MONITORING**

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state

and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in

credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**47. STAFF ABSENCE**

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

**48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

**HEALTH AND SAFETY MANDATES**

**49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student.

CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation,

and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

**55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

#### **57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the

applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.



### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

## **60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- a. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- b. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

**61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.



**EXHIBIT A: 2021-2022 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Change Academy at Lake of the Ozarks (CALO)

CDS NUMBER:

Maximum Contract Amount: See Purchase Order PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:10

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \$181.86
- 2) Inclusive Education Program (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE:
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
Transportation		
Residential Room & Board	\$429.10	Per Day
Mental Health Services		
Intensive Individual Services (340)		
• 1:1 Aide	\$25.00	Per Hour
Language and Speech (415)	\$90.00	Per Hour
• Evaluation (up to 4 hours)	\$150.00	Each
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)	\$60.00	Per Hour
• Assessment	\$200.00	Each
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Other (900)		

**EXHIBIT B: 2021-2022 ISA**

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

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

LEA: Sacramento City Unified School District Nonpublic School/Agency \_\_\_\_\_

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_

Parent/Guardian \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
(Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

- Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

*A. INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):*

Daily Rate: \_\_\_\_\_

**Estimated # of Days x Daily Rate = Projected Basic Education Costs**

**B. RELATED SERVICES**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS** \$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements:  Quarterly  Monthly  Other (Specify) \_\_\_\_\_

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

CONTRACTOR  
Change Academy at Lake of the Ozarks (CALO)

LEA  
Sacramento City Unified School District

By: \_\_\_\_\_  
Abby Mayer, M. Ed  
Academic Director  
Date

By: \_\_\_\_\_  
Rose Ramos  
Chief Business Officer  
Date

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2021-2022**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2021, between the Sacramento City Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”), a member of the Sacramento City Unified School District SELPA, and Beach Cities Learning, LLC - Learn Academy (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils



shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

**6. INDIVIDUAL SERVICES AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,

- iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of

directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

**10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20)

days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

## 15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

### PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. Injury  
\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

## **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:  
  
\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.  
  
The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.

- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

## 16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

## 17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.



## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the NPS; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

#### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

#### **25. CALENDARS**

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of

any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

## **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with

California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or

as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent



agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

**33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

**36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress

on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

### **38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

#### **40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

#### **41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **42. STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **43. MONITORING**

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state

and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in

credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**47. STAFF ABSENCE**

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

**48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

**HEALTH AND SAFETY MANDATES**

**49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student.

CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation,



and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

**55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

#### **57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the

applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

## **60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- a. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- b. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

**61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.



**EXHIBIT A: 2021-2022 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Beach Cities Learning, LLC - Learn Academy

CDS NUMBER:

Maximum Contract Amount: See Purchase Order PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \$156.38
- 2) Inclusive Education Program (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE:
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
Transportation		
Residential Room & Board		
Mental Health Services		
Intensive Individual Services (340)		
Language and Speech (415)	\$110.00	Per Hour
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)	\$85.00	Per Hour
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)	\$70.00	Per Hour
Parent Counseling (520)	\$80.00	Per Hour
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other (900)		

**EXHIBIT B: 2021-2022 ISA**

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

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

LEA: Sacramento City Unified School District Nonpublic School/Agency \_\_\_\_\_

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_

Parent/Guardian \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
(Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

- Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

*A. INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):*

Daily Rate: \_\_\_\_\_

**Estimated # of Days x Daily Rate = Projected Basic Education Costs**

**B. RELATED SERVICES**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							



SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS** \$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements:  Quarterly  Monthly  Other (Specify) \_\_\_\_\_

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

CONTRACTOR  
Beach Cities Learning, LLC - Learn Academy

LEA  
Sacramento City Unified School District

By: \_\_\_\_\_  
Daniel Campbell  
Executive Director  
Date

By: \_\_\_\_\_  
Rose Ramos  
Chief Business Officer  
Date

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2021-2022**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2021, between the Sacramento City Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”), a member of the Sacramento City Unified School District SELPA, and Capital Kids Occupational Therapy, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils

shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

**6. INDIVIDUAL SERVICES AGREEMENT (“ISA”)**

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.  
  
Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).
- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,

- iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of

directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

**10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20)



days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

## 15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

### PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. Injury  
\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

## **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:  
  
\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.  
  
The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.

- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

## 16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

## 17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the NPS; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

#### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

#### **25. CALENDARS**

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of

any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.



CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

## **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with

California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or

as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent

agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

**33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

**36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress

on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

### **38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

#### **40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

#### **41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **42. STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **43. MONITORING**

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state

and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).



When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in

credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**47. STAFF ABSENCE**

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

**48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

**HEALTH AND SAFETY MANDATES**

**49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student.

CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation,

and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

**55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

#### **57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the

applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

## **60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- a. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- b. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

**61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.



**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR  
Capital Kids Occupational Therapy, Inc.

LEA  
Sacramento City Unified School District

By: \_\_\_\_\_ Date  
Carolyn Stallings, MOT, OTR/L  
Owner and Director

By: \_\_\_\_\_ Date  
Rose Ramos  
Chief Business Officer

**Notices to CONTRACTOR shall be addressed to:**

Carolyn Stallings, MOT, OTR/L, Owner and Director  
Capital Kids Occupational Therapy, Inc.  
5716 Folsom Blvd #251  
Sacramento, CA 95819

P: 916-296-4616      F: 916-200-1944  
Email: carolyn@capitalkidsplace.com

**Notices to LEA shall be addressed to:**

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

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

**EXHIBIT A: 2021-2022 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Capital Kids Occupational Therapy, Inc.

CDS NUMBER:

Maximum Contract Amount:

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

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate:
- 2) Inclusive Education Program (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE:
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
Intensive Individual Services (340)		
Language and Speech (415)		
• SLP	\$120.00	Per Hour
• SLPA supervised by NPA SLP	\$100.00	Per Hour
• SLPA supervised by District SLP	\$80.00	Per Hour
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
• OTR/L	\$120.00	Per Hour
• COTA	\$100.00	Per Hour
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Other (900)		

**EXHIBIT B: 2021-2022 ISA**

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

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

LEA: Sacramento City Unified School District Nonpublic School/Agency \_\_\_\_\_

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_

Parent/Guardian \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
(Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

- Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

*A. INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):*

Daily Rate: \_\_\_\_\_

**Estimated # of Days x Daily Rate = Projected Basic Education Costs**

**B. RELATED SERVICES**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS** \$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements:  Quarterly  Monthly  Other (Specify) \_\_\_\_\_

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

CONTRACTOR  
Capital Kids Occupational Therapy, Inc.

LEA  
Sacramento City Unified School District

By: \_\_\_\_\_  
Carolyn Stallings, MOT, OTR/L  
Owner and Director

Date

By: \_\_\_\_\_  
Rose Ramos  
Chief Business Officer

Date

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL/AGENCY SERVICES  
2021-2022**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2021, between the Sacramento City Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”), a member of the Sacramento City Unified School District SELPA, and Capitol Speech & Rehabilitation Services, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils

shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

**6. INDIVIDUAL SERVICES AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.



Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.  
  
Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).
- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,

- iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of

directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

**10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20)

days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

## 15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

### PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. Injury  
\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

## **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:  
  
\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.  
  
The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.

- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

## 16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

## 17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.



## **22. GENERAL PROGRAM OF INSTRUCTION**

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the NPS; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

#### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

#### **25. CALENDARS**

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of

any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

## **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with

California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or

as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent

agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

**33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

**36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress

on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

### **38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.



**39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

**41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education

eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **42. STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **43. MONITORING**

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be

obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**47. STAFF ABSENCE**

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

**48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

**HEALTH AND SAFETY MANDATES**

**49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

**55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

#### **57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided



by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of

“make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student’s IEP.

#### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10<sup>th</sup>) cumulative day of a student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student’s attendance does not qualify for Average Daily Attendance (“ADA”) reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student’s absence. LEA shall not be responsible for the payment of services when a student is absent.

### **60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- a. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- b. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

**61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.



**EXHIBIT A: 2021-2022 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Capitol Speech & Rehabilitation Services, Inc.

CDS NUMBER:

Maximum Contract Amount:

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

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate:
- 2) Inclusive Education Program (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE:
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
Intensive Individual Services (340)		
Language and Speech (415)	\$95.00	Per Hour
	\$740.00	Per Day
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		

**EXHIBIT B: 2021-2022 ISA**

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

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

LEA: Sacramento City Unified School District Nonpublic School/Agency \_\_\_\_\_

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_  
 (Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_

Parent/Guardian \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
 (Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
 (If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
 \_\_\_\_\_ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the regular school year  
 \_\_\_\_\_ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): \_\_\_\_\_ Daily Rate: \_\_\_\_\_

**Estimated # of Days** x **Daily Rate** = **Projected Basic Education Costs**

**B. RELATED SERVICES**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS** \$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements:  Quarterly  Monthly  Other (Specify) \_\_\_\_\_

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

CONTRACTOR  
 Capitol Speech & Rehabilitation Services, Inc.

LEA  
 Sacramento City Unified School District

By: \_\_\_\_\_  
 Nga Mead  
 Director  
 Date

By: \_\_\_\_\_  
 Rose Ramos  
 Chief Business Officer  
 Date





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1b

**Meeting Date:** September 16, 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 September 16, 2021
2. Classified Personnel Transactions Dated September 16, 2021

<p><b>Estimated Time of Presentation:</b> N/A <b>Submitted by:</b> Cancy McArn, Chief Human Resources Officer <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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**Attachment 1: CERTIFICATED 9/16/2021**

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
<b>EMPLOY/ REEMPLOY</b>							
ESSEX	KATHLEEN	0	Teacher, High School	ENGINEERING AND SCIENCES HS	8/30/2021	6/30/2022	EMPLOY PROB 8/30/21
JACKSON	ELISHA	B	Asst Prncpl,Supt Prty(High)	HIRAM W. JOHNSON HIGH SCHOOL	8/2/2021	6/30/2022	EMPLOY PROB 8/2/21
KNUTSEN	SUSAN	B	Teacher, Spec Ed	JOHN F. KENNEDY HIGH SCHOOL	8/30/2021	6/30/2022	EMPLOY PROB 8/30/21
LE	HIEN	B	Teacher, Elementary	NEW JOSEPH BONNHEIM	8/23/2021	6/30/2022	EMPLOY PROB 8/23/21
MAYFIELD	SHANNON	B	Principal, Elementary School	TAHOE ELEMENTARY SCHOOL	8/2/2021	6/30/2022	EMPLOY PROB 8/2/21
MURPHY	JULIA	B	Teacher, High School	ENGINEERING AND SCIENCES HS	8/30/2021	6/30/2022	EMPLOY PROB 8/30/21
PRASAD	KEVIN	B	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	8/30/2021	6/30/2022	EMPLOY PROB 8/30/21
SANCHEZ NARANJO	NANCY	B	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	8/30/2021	6/30/2022	EMPLOY PROB 8/30/21
SEIFERT	ALEXANDRIA	0	Teacher, Resource, Special Ed.	LUTHER BURBANK HIGH SCHOOL	8/30/2021	6/30/2022	EMPLOY PROB 8/30/21
SEIFERT	ALEXANDRIA	0	Teacher, Resource, Special Ed.	SAM BRANNAN MIDDLE SCHOOL	8/30/2021	6/30/2022	EMPLOY PROB 8/30/21
SEYFORD	KIMBERLY	B	Counselor, High School	NEW TECH	8/16/2021	6/30/2022	EMPLOY PROB 8/16/21
SISLER	LAURA	B	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	8/30/2021	6/30/2022	EMPLOY PROB 8/30/21
STEINBERG	STEPHEN	B	Teacher, High School	CAREER & TECHNICAL PREPARATION	8/9/2021	6/30/2022	EMPLOY PROB 8/9/21
WONG	HO YAN	B	Lang. Speech & Hearing Speclst	SPECIAL EDUCATION DEPARTMENT	8/30/2021	6/30/2022	EMPLOY PROB 8/30/21

**LEAVES**

AGBAYANI	ALNA JOY	A	Teacher, Spec Ed	ISADOR COHEN ELEMENTARY SCHOOL	9/2/2021	10/3/2021	LOA (PD) 9/2-10/3/21
AGBAYANI	ALNA JOY	A	Teacher, Spec Ed	ISADOR COHEN ELEMENTARY SCHOOL	10/4/2021	1/2/2022	LOA (PD) FMLA/CFRA 10/4/21-1/2/22
AGBAYANI	ALNA JOY	A	Teacher, Spec Ed	ISADOR COHEN ELEMENTARY SCHOOL	1/3/2022	6/30/2022	LOA RTN (PD) FMLA/CFRA 1/3/22
BAYZE	JESSICA	A	Teacher, High School	JOHN F. KENNEDY HIGH SCHOOL	9/2/2021	11/5/2021	LOA (PD) FMLA/CFRA 9/2/21-11/5/21
FALLON	MARGO	A	Teacher, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	9/2/2021	10/10/2021	LOA (PD) FMLA/CFRA, 9/2/21-10/10/21
FAYER-GUTIERREZ	ALYSSA	C	Teacher, Middle School	FERN BACON MIDDLE SCHOOL	9/2/2021	12/5/2021	LOA (PD) FMLA/CFRA 9/2/21-12/5/21
FORMAN	REBECCA	A	Teacher, High School	ENGINEERING AND SCIENCES HS	7/1/2021	10/31/2021	LOA EXT (PD) 7/1/21-10/31/21
GARRETT	TIFFANI	A	School Psychologist	SPECIAL EDUCATION DEPARTMENT	7/1/2021	6/30/2022	LOA RTN 7/1/21
HUGHES	ASHLEY	A	Teacher, Elementary	PARKWAY ELEMENTARY SCHOOL	11/1/2021	6/30/2022	LOA RTN (PD) FMLA/CFRA 11/1/21
KULBIDYUK	TAISIYA	A	School Psychologist	SPECIAL EDUCATION DEPARTMENT	8/23/2021	10/24/2021	LOA (PD) FMLA/CFRA 8/23/21-10/24/21
LOMBARDI	STACEY	A	Teacher, K-8	LEONARDO DA VINCI ELEMENTARY	9/2/2021	11/30/2021	LOA (PD) FMLA/CFRA 9/2/21-11/30/21
MC DANIEL	GABRIELLA	A	Teacher, Middle School	CALIFORNIA MIDDLE SCHOOL	7/1/2021	6/30/2022	LOA (UNPD) 7/1/21-6/30/22
NATALE	SANDRA	A	School Psychologist	SPECIAL EDUCATION DEPARTMENT	6/25/2021	6/30/2021	LOA EXT (PD) 6/25-6/30/21
NATALE	SANDRA	A	School Psychologist	SPECIAL EDUCATION DEPARTMENT	7/1/2021	6/30/2022	LOA RTN (PD) 7/1/21
SHINTAKU	VANESSA	A	Teacher, Resource, Special Ed.	HIRAM W. JOHNSON HIGH SCHOOL	9/2/2021	11/28/2021	LOA (PD) 9/2/21
STANLEY	DEMETRIA	A	Teacher, Elementary	LEATAATA FLOYD ELEMENTARY	9/2/2021	11/28/2021	LOA (PD) 9/2/21-11/28/21
THOMPSON	BRITNEY	C	Teacher, K-8	MARTIN L. KING JR ELEMENTARY	9/2/2021	12/2/2021	LOA (PD) FMLA/CFRA 9/2/21-12/2/21
THOMPSON	BRITNEY	C	Teacher, K-8	MARTIN L. KING JR ELEMENTARY	12/3/2021	6/30/2022	LOA RTN (PD) FMLA/CFRA 12/3/21
VALLE	IRENE	C	School Nurse	HEALTH SERVICES	7/1/2021	6/30/2022	LOA RTN 7/1/21
YANG	TINA	A	Teacher, Elementary	ELDER CREEK ELEMENTARY SCHOOL	9/2/2021	6/30/2022	LOA (UNPD) 9/2/21-6/30/22

**RE-ASSIGN/STATUS CHANGE**

BUSHNELL	STUART	B	Principal, Elementary School	WOODBINE ELEMENTARY SCHOOL	8/2/2021	6/30/2022	REA/STCHG 8/2/21
CRUZ	JORJE	B	Assistant Principal, K-8 Sch	JOHN H. STILL - K-8	8/2/2021	6/30/2022	REA/STCHG 7/1/21
DI SANTIS	STACI	A	Teacher, K-8	MARTIN L. KING JR ELEMENTARY	7/1/2021	6/30/2022	REA 7/1/21
DIBASILIO	CARLA	B	Assistant Principal, Middle Sc	ENGINEERING AND SCIENCES HS	8/2/2021	6/30/2022	REA/STCHG 8/2/21
FRINK	BRANDON	B	Principal, Elementary School	ELDER CREEK ELEMENTARY SCHOOL	8/2/2021	6/30/2022	REA/STCHG 8/2/21
GERMANY	ANTIONE	B	Assistant Principal, High Sch	LUTHER BURBANK HIGH SCHOOL	8/17/2021	6/30/2022	REA/STCHG 8/17/21
GO	KACIE	A	Teacher, High School	ENGINEERING AND SCIENCES HS	7/1/2021	6/30/2022	STCHG 7/1/21
HANSON	ERIN	B	Dir III, Special Initiatives	DEPUTY SUPERINTENDENT	8/16/2021	6/30/2022	REA/STCHG 8/16/21
KEFU	TOKEMOANA	A	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	7/1/2021	6/30/2022	REA 7/1/21
KELLEY	KACY	R	Teacher, Special Assign	HEALTH SERVICES	7/1/2021	6/30/2022	REA/STCHG 7/1/21
LAWLOR	KERRY	A	Training Specialist	CURRICULUM & PROF DEVELOP	7/1/2021	6/30/2022	REA/STCHG 7/1/21
NAKASHIMA	KEVIN	B	Teacher, Middle School	CALIFORNIA MIDDLE SCHOOL	7/1/2021	6/30/2022	REA/STCHG 7/1/21
PAGE	SONIA	A	Teacher, High School	ENGINEERING AND SCIENCES HS	7/1/2021	6/30/2022	REA/STCHG 7/1/21
PECHO	AARON	B	Assistant Principal, High Sch	JOHN F. KENNEDY HIGH SCHOOL	8/2/2021	6/30/2022	REA/STCHG 7/1/21

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
STEIN	CHARLES	C	Teacher, Elementary Spec Subj	WOODBINE ELEMENTARY SCHOOL	9/2/2021	6/30/2022	REA/STCHG 9/2/21
TAFOYA	CHASE	B	Principal, Middle School	ALBERT EINSTEIN MIDDLE SCHOOL	8/2/2021	6/30/2022	REA/STCHG 8/2/21
ZARATE	YGNACIO	B	Principal, Elementary School	CROCKER/RIVERSIDE ELEMENTARY	8/2/2021	6/30/2022	REA/STCHG 8/2/21

**SEPARATE / RESIGN / RETIRE**

KUCZYNSKI	ALORA	0	Teacher, High School	ENGINEERING AND SCIENCES HS	7/1/2020	6/25/2021	SEP/TERM 6/25/21
TURKIE	MATTHEW	A	Dir III, Special Initiatives	DEPUTY SUPERINTENDENT	7/1/2021	7/30/2021	SEP/RESIGN 7/30/21

**TRANSFER**

RAMOS	EVELYN	A	Teacher, High School	JOHN F. KENNEDY HIGH SCHOOL	7/1/2021	6/30/2022	TR 7/1/21
SIMMONS	VALERIE	0	Teacher, Resource, Special Ed.	ELDER CREEK ELEMENTARY SCHOOL	7/1/2021	6/30/2022	TR 7/1/21
SMITH	SHANNON	0	Teacher, Spec Ed	CALIFORNIA MIDDLE SCHOOL	7/1/2021	6/30/2022	TR 7/1/21

**Attachment 2: CLASSIFIED 9/16/2021**

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
<b>EMPLOY/ REEMPLOY</b>							
BARISONE	JENNIFER	A	Instructional Aide	MATSUYAMA ELEMENTARY SCHOOL	9/2/2021	1/31/2022	REEMPL 39MO 9/2/21
CERDA	ADA	A	Instructional Aide	BOWLING GREEN ELEMENTARY	7/1/2021	6/30/2022	REEMPL 39MO 7/1/21
HENDRIX	CHANISE	B	Spec II Student Support Svcs	STUDENT SUPPORT&HEALTH SRVCS	8/2/2021	6/30/2022	EMPLOY PROB 8/2/21
HINOJOS	YURIDIA	B	Clerk III	HIRAM W. JOHNSON HIGH SCHOOL	8/3/2021	6/30/2022	REEMPL PROB 8/3/21
HINOJOS	YURIDIA	B	Office Tchncn III	HIRAM W. JOHNSON HIGH SCHOOL	8/3/2021	6/30/2022	REEMPL PROB 8/3/21
PEREZ-ZURAWSKI	DESTINY	B	Clerk II	JOHN D SLOAT BASIC ELEMENTARY	8/23/2021	6/30/2022	EMPLOY PROB 8/23/21
RALSTON	CHRISTOPHER	B	Dir III, Fcilt Maint & Rsc Mgmt	FACILITIES SUPPORT SERVICES	8/3/2021	6/30/2022	EMPLOY PROB 8/3/21
VILLANUEVA	MARIA	B	Clerk I	ELDER CREEK ELEMENTARY SCHOOL	8/20/2021	6/30/2022	EMPLOY PROB 8/20/21
<b>LEAVES</b>							
ALVARADO	RACHEL	A	Inst Aide Child Dev	CHILD DEVELOPMENT PROGRAMS	9/2/2021	6/30/2022	ADMIN LOA 9/2/21-6/30/22
AVILES	MIRNA	A	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	9/2/2021	10/3/2021	LOA (UNPD) 9/2/21-10/3/21
AVILES	MIRNA	A	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	10/4/2021	6/30/2022	LOA RTN 10/4/21
CRUZ	MONICA	A	Customer Service Specialist	HUMAN RESOURCE SERVICES	8/25/2021	6/30/2022	LOA RTN 8/25/21
CUENCA	JUANA	A	Custodian	SEQUOIA ELEMENTARY SCHOOL	8/31/2021	9/1/2021	LOA RTN 8/31/21
GARCIA	MARIA	A	Instructional Aide	A.WARREN McCLASKEY ADULT	7/1/2021	9/24/2021	LOA (PD) FMLA/CFRA 7/1/21-9/24/21
GARCIA	MARIA	A	Instructional Aide	A.WARREN McCLASKEY ADULT	9/25/2021	10/7/2021	LOA (PD) 9/25/21-10/7/21
KAFUROS-PARKER	KATRINA	B	Special Ed Program Technician	SPECIAL EDUCATION DEPARTMENT	8/4/2021	10/1/2021	LOA (PD) FMLA/CFRA 8/4/21-10/1/21
LARA	ADRIANA	A	Teacher Assistant, Bilingual	PACIFIC ELEMENTARY SCHOOL	10/12/2021	1/26/2022	LOA (PD) FMLA/CFRA 10/12-1/26/22
LARA	ADRIANA	A	Teacher Assistant, Bilingual	PACIFIC ELEMENTARY SCHOOL	9/2/2021	10/11/2021	LOA (PD) 9/2-10/11/21
SCHERMAN	DONALD	A	Custodian	PHOEBE A HEARST BASIC ELEM.	8/1/2021	8/31/2021	LOA EXT (PD) FMLA/CFRA 8/1-31/21
TORIZ DE MEDINA	MARIA	B	Career Information Technician	LUTHER BURBANK HIGH SCHOOL	8/1/2021	8/31/2021	LOA EXT (PD) 8/1-8/31/21
TORIZ DE MEDINA	MARIA	B	Office Tchncn II	LUTHER BURBANK HIGH SCHOOL	8/1/2021	8/31/2021	LOA EXT (PD) 8/1-8/31/21
TORRES	MARIA	A	Custodian	ROSEMONT HIGH SCHOOL	8/23/2021	9/1/2021	LOA EXT (PD) 8/23/21-10/24/21
WELDON	KAYLA	A	School Office Manager I	THEODORE JUDAH ELEMENTARY	7/1/2021	9/12/2021	LOA EXT (PD) FMLA/CFRA 7/1-9/12/21
WELDON	KAYLA	A	School Office Manager I	THEODORE JUDAH ELEMENTARY	9/13/2021	6/30/2022	LOA RTN (PD) 9/13/21
<b>RE-ASSIGN/STATUS CHANGE</b>							
ARRENDONDO	CLEMENTINA	B	School Office Manager I	PARKWAY ELEMENTARY SCHOOL	8/20/2021	6/30/2022	REA/STCHG 8/20/21
BLUMBERG	MARITZA	B	HRS Analyst	HUMAN RESOURCE SERVICES	8/16/2021	10/31/2021	REA/STCHG 8/16/21
GIRARDI	CYNTHIA	B	Clerk II	WOODBINE ELEMENTARY SCHOOL	8/20/2021	8/31/2021	REA/STCHG 8/20/21
GRIGGS	JONATHAN	B	HRS Analyst, CARES	HUMAN RESOURCE SERVICES	8/16/2021	6/30/2022	REA/STCHG 8/16/21
NEVAREZ	LETICIA	B	Clerk III	HIRAM W. JOHNSON HIGH SCHOOL	8/30/2021	6/30/2022	REA 8/30/21
NEVAREZ	LETICIA	B	Office Tchncn III	HIRAM W. JOHNSON HIGH SCHOOL	8/30/2021	6/30/2022	REA 8/30/21
ROBINSON	LORI	B	Office Tchncn III	STUDENT SUPPORT AND FAMILY SER	8/23/2021	6/30/2022	REA/STCHG 8/23/21
<b>SEPARATE / RESIGN / RETIRE</b>							
BRUCE-ROMO	ESMERALDA	B	Teacher Assistant, Bilingual	ETHEL PHILLIPS ELEMENTARY	4/28/2021	6/17/2021	SEP/RESIGN 6/17/21
CECCATO	JACQUELINE	B	Inst Aid, Spec Ed	SUTTER MIDDLE SCHOOL	7/1/2021	9/2/2021	SEP/RESIGN 9/2/21
GARDNER	JOHNNY	B	Campus Monitor	PARKWAY ELEMENTARY SCHOOL	9/1/2020	6/30/2021	SEP/RESIGN 6/17/21
HERNANDEZ	DEBRA	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	7/1/2021	8/31/2021	SEP/RESIGN 8/31/21
MENESES	EVANGELINE	A	Instructional Aide	MATSUYAMA ELEMENTARY SCHOOL	7/1/2021	8/31/2021	SEP/RETIRE 8/31/21
RUBIO DEL RIO	EDITH	A	Clerk I	NICHOLAS ELEMENTARY SCHOOL	7/1/2021	8/27/2021	SEP/RESIGN 8/27/21
TIDWELL	AJA	A	Inst Aid, Spec Ed	JOHN F. KENNEDY HIGH SCHOOL	7/1/2021	8/17/2021	SEP/RESIGN 8/17/21
ZHANG	NANCY	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	7/1/2021	8/16/2021	SEP/RESIGN 8/16/21
<b>TRANSFER</b>							
TEN	TICHANN	A	School Plant Ops Mngr I	CROCKER/RIVERSIDE ELEMENTARY	8/16/2021	10/31/2021	TR 8/16/21
MURILLO DE PENNA	MANUELA	A	Clerk II	CROCKER/RIVERSIDE ELEMENTARY	7/1/2021	6/30/2022	TR 7/1/21



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1c

**Meeting Date:** September 16, 2021

**Subject:** Approve Resolution No. 3222: Estimate Gann Appropriation Limitation for 2021-22 and Gann Amendment Calculation for 2020-21

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

**Division:** Business Services

**Recommendation:** Approve Resolution No. 3222: Estimate Gann Appropriation Limitation for 2021-22 and the Gann Amendment Calculation for 2020-21.

**Background/Rationale:** The Gann Limit (named for Paul Gann, the author of Proposition No. 4, which amended the State Constitution to establish this limit), is intended to constrain the growth in state and local government spending by linking year-to-year changes in expenditures to changes in inflation and population. Inflation for these purposes is currently the annual percentage change in California per capita personal income. For school agencies, change in Average Daily Attendance is used as a measurement of the change in population. Established in 1979 following the enactment of Proposition 13 and subsequently amended by Proposition 111, the Gann Limit applies to the state of California, cities, counties and special districts as well as to school districts and county offices of education.

One of the provisions included in the Gann Limit (Proposition No. 4), is notification to the public prior to the adoption of the Gann Limitation for this district. This agenda item is official notice of the Board of Education's intent to adopt a resolution on September 16, 2021. Also, included with this agenda is Resolution No. 3222 relative to the 2021-22 Gann Appropriation Limitation and the worksheets for identifying the appropriation limitation.

**Financial Considerations:** Provide detailed calculations for Gann Appropriation Limitation.

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

**Documents Attached:**

1. Resolution No. 3222: Estimate Gann Appropriation Limitation for 2021-22
2. 2020-21 and 2021-22 Appropriations Limit Calculations

**Estimated Time of Presentation:** N/A  
**Submitted by:** Rose Ramos, Chief Business and Operations Officer  
**Approved by:** Jorge A. Aguilar, Superintendent

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

**RESOLUTION NO. 3222**

**RESOLUTION TO ESTIMATE GANN APPROPRIATION  
LIMITATION FOR 2021-22**

**WHEREAS**, the California electorate did adopt at the November election of 1979, Proposition No. 4, commonly called the “Gann Amendment”; and

**WHEREAS**, the provisions of that amendment establish maximum appropriation limitations, commonly called the “Gann Appropriation Limitations,” for public agencies, including school districts; and

**WHEREAS**, the Sacramento City Unified School District must establish a revised Gann Appropriation Limitation for 2020-21 and a projected Gann Appropriation Limitation for 2021-22, in accordance with the provisions of the amendment and applicable statutory law; and

**WHEREAS**, the Board of Education finds that the proposed appropriations of the 2021-22 budget do not exceed the Gann Limitation;

**NOW, THEREFORE, BE IT RESOLVED** that the Sacramento City Unified School District Board of Education resolves the following:

1. Provide public notice that the attached Gann Appropriation Limitation calculations are made in accordance with the law and that this board does hereby declare that the proposed appropriation of the 2020-21 and 2021-22 actuals and budget does not exceed the limitations imposed by Proposition No. 4 of 1979.
2. That the Superintendent provides copies of the resolution, along with appropriate attachments, to interested citizens of this District.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 16<sup>th</sup> day of September, 2021 by the following vote:

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

ATTESTED TO:

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

\_\_\_\_\_  
Christina Pritchett  
President of the Board of Education

	2020-21 Calculations			2021-22 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
<b>A. PRIOR YEAR DATA</b> (2019-20 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	<b>2019-20 Actual</b>			<b>2020-21 Actual</b>		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	284,839,769.11		284,839,769.11			295,464,292.50
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	40,045.73		40,045.73			40,047.68
ADJUSTMENTS TO PRIOR YEAR LIMIT	<b>Adjustments to 2019-20</b>			<b>Adjustments to 2020-21</b>		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
<b>B. CURRENT YEAR GANN ADA</b> (2020-21 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	<b>2020-21 P2 Report</b>			<b>2021-22 P2 Estimate</b>		
1. Total K-12 ADA (Form A, Line A6)	38,324.71		38,324.71	37,652.00		37,652.00
2. Total Charter Schools ADA (Form A, Line C9)	1,722.97		1,722.97	1,617.14		1,617.14
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			40,047.68			39,269.14
<b>C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED</b>	<b>2020-21 Actual</b>			<b>2021-22 Budget</b>		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	703,696.90		703,696.90	688,577.00		688,577.00
2. Timber Yield Tax (Object 8022)	22.80		22.80	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	79,896,434.38		79,896,434.38	79,104,483.00		79,104,483.00
5. Unsecured Roll Taxes (Object 8042)	3,052,832.45		3,052,832.45	2,590,828.00		2,590,828.00
6. Prior Years' Taxes (Object 8043)	1,048,713.68		1,048,713.68	640,689.00		640,689.00
7. Supplemental Taxes (Object 8044)	2,468,403.72		2,468,403.72	3,514,197.00		3,514,197.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	19,817,073.06		19,817,073.06	16,463,656.00		16,463,656.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	21,306.60		21,306.60	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	10,676,020.29		10,676,020.29	9,887,550.00		9,887,550.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	117,684,503.88	0.00	117,684,503.88	112,889,980.00	0.00	112,889,980.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	117,684,503.88	0.00	117,684,503.88	112,889,980.00	0.00	112,889,980.00



	2020-21 Calculations			2021-22 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
<b>EXCLUDED APPROPRIATIONS</b>						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			3,952,197.02			3,059,643.20
<b>OTHER EXCLUSIONS</b>						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			3,952,197.02			3,059,643.20
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>						
24. LCFF - CY (objects 8011 and 8012)	321,192,855.00		321,192,855.00	345,611,744.00		345,611,744.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	56,114.00		56,114.00	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	321,248,969.00	0.00	321,248,969.00	345,611,744.00	0.00	345,611,744.00
<b>DATA FOR INTEREST CALCULATION</b>						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	648,714,602.73		648,714,602.73	578,866,197.17		578,866,197.17
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	1,095,834.66		1,095,834.66	1,455,400.00		1,455,400.00
<b>D. APPROPRIATIONS LIMIT CALCULATIONS</b>						
<b>PRELIMINARY APPROPRIATIONS LIMIT</b>						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			284,839,769.11			295,464,292.50
2. Inflation Adjustment			1.0373			1.0573
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			1.0000			0.9806
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			295,464,292.50			306,333,945.17
<b>APPROPRIATIONS SUBJECT TO THE LIMIT</b>						
5. Local Revenues Excluding Interest (Line C18)			117,684,503.88			112,889,980.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			4,805,721.60			4,712,296.80
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			181,731,985.64			196,503,608.37
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			181,731,985.64			196,503,608.37
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			506,642.15			779,845.88
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			118,191,146.03			113,669,825.88
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			181,225,343.49			195,723,762.49
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			118,191,146.03			
b. State Subventions (Line D8)			181,225,343.49			
c. Less: Excluded Appropriations (Line C23)			3,952,197.02			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			295,464,292.50			





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1d

**Meeting Date:** September 16, 2021

**Subject:** Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the Period of August 1-31, 2021

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

**Division:** Business Services

**Recommendation:** Approve attached list of warrants and checks.

**Background/Rationale:** The detailed list of warrants, checks and electronic transfers issued for the period of August 1-31, 2021 are available for the Board members upon request.

**Financial Considerations:** Normal business items that reflect payments from district funds.

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

**Documents Attached:**

- Warrants, Checks and Electronic Transfers – August 1-31, 2021

**Estimated Time:** N/A

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

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

Warrants, Checks and Electronic Funds Transfers

August 2021

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount</u>
County Accounts Payable Warrants	97393533 - 97394627		<b>\$ 11,650,777.29</b>
		General (01)	\$ 9,022,856.21
		Charter (09)	\$ 70,741.73
		Adult Education (11)	\$ 47,874.70
		Child Development (12)	\$ 1,816.81
		Cafeteria (13)	\$ 201,111.32
		Building (21)	\$ 926,770.99
		Developer Fees (25)	\$ 499,614.41
		Self Insurance (67)	\$ 25,520.30
		Self Ins Dental/Vision (68)	\$ 790,421.48
		Payroll Revolving (76)	\$ 64,049.34
Alternate Cash Revolving Checks	00002067 - 00002072		<b>\$ 28,190.11</b>
		General (01)	
		Payroll Revolving (76)	\$ 28,190.11
Payroll and Payroll Vendor Warrants	97868697 - 97869277		<b>\$ 2,044,376.80</b>
		General (01)	\$ 955,643.05
		Charter (09)	\$ 34,075.97
		Adult Education (11)	\$ 5,250.60
		Child Development (12)	\$ 10,774.95
		Cafeteria (13)	\$ 64,910.82
		Building (21)	\$ 13,772.10
		Payroll Revolving (76)	\$ 959,949.31
Payroll ACHs and Payroll Vendor EFTs	ACH 01385346 - 01389823 EFT 00000071 - 00000073		<b>\$ 16,115,202.88</b>
		General (01)	\$ 14,711,574.36
		Charter (09)	\$ 442,917.01
		Adult Education (11)	\$ 149,118.39
		Child Development (12)	\$ 306,116.97
		Cafeteria (13)	\$ 357,904.85
		Building (21)	\$ 21,959.02
		Self Insurance (67/68)	\$ 22,967.46
		Payroll Revolving (76)	\$ 102,644.82
County Wire Transfers for Benefit, Debt & Tax	0 - 0		<b>\$ -</b>
		General (01)	
		Payroll Revolving (76)	
<b>Total</b>	<b>6163 items</b>		<b>\$ 29,838,547.08</b>



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.1e

**Meeting Date:** September 16, 2021

**Subject:** Approve Joint Venture and License Agreement Between Sacramento City Unified School District and La Familia Counseling Center, Inc.

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

**Division:** Facility Support Services

**Recommendation:** Approve Joint Venture and License Agreement Between Sacramento City Unified School District and La Familia Counseling Center, Inc.

**Background/Rationale:** The previous Maple Elementary school site was repurposed in August 2015 to become a community hub ran by La Familia Counseling Services. The initial joint venture and license agreement is set to expire in June 2022.

**Financial Considerations:** The License Fee is \$1.88/square foot/year.

**LCAP Goal(s):** Family and Community Empowerment

**Documents Attached:**

1. Joint Venture and License Agreement Between Sacramento City Unified School District and La Familia Counseling Center, Inc.

<p><b>Estimated Time of Presentation:</b> NA <b>Submitted by:</b> Rose Ramos, Chief Business Officer Nathaniel Browning, Director of Facilities <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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**JOINT VENTURE AND LICENSE AGREEMENT BETWEEN SACRAMENTO  
CITY UNIFIED SCHOOL DISTRICT  
AND LA FAMILIA COUNSELING CENTER, INC.**

**THIS JOINT VENTURE AND LICENSE AGREEMENT** ("Agreement" or "License") is made and entered into upon approval between the parties below ("Effective Date"), by and between the Sacramento City Unified School District ("District") and La Familia Counseling Center, Inc., a California nonprofit corporation ("La Familia") (collectively, the "Parties"). The operative date ("Operative Date") shall be the date of occupancy by La Familia which is estimated to be August 1, 2015 (the "Occupancy Date").

This First Amendment ("Amendment") to the Joint Venture Agreement dated August 1, 2015 ("Agreement") is made and entered into as of June 15, 2021 ("Effective Date") by and between the Sacramento City Unified School District ("District") and La Familia Counseling Center, Inc. ("La Familia") (collectively, the "Parties").

**WHEREAS**, the District owns property at 3301 37th Avenue in the City of Sacramento which was previously known as Maple Elementary School ("Maple"); and

**WHEREAS**, the District and La Familia desire to enter into a joint venture and license relationship for the use of the premises at Maple described below (the "Premises"); and

**WHEREAS**, the Agreement sets forth the terms and conditions for such use.

**NOW, THEREFORE**, the Parties agree to the following terms and conditions:

**ARTICLE I**

**JOINT VENTURE AND LICENSE USE**

1.1 **Joint Venture and License; Premises**. The Parties enter into a joint venture and license relationship for the use of the Premises. The District, as Licensor, hereby grants to La Familia, as Licensee, a license (the "License") for the mutual benefit of the community and children served by both the District and La Familia. Pursuant to the License, La Familia shall have the right to use, subject to the terms and conditions herein, the Premises at Maple as more particularly described in Attachment A incorporated herein by this reference. The Premises, for the purpose of the License, may be adjusted from year to year. The license year shall be the fiscal year from July 1 to June 30 (the "License Year"). For the first year, the License Year is estimated to commence on August 1 and shall end on June 30, 2016. The Premises as described in Attachment A shall be the Premises for the first License Year. Thereafter, from year to year, the Premises may be adjusted by the Parties. During the course of a License Year, the Premises may be increased on the providing of written notice as set forth in section 5.11 below. Any adjustments, as described in the Agreement, shall be negotiated at least 90 days before the end of the License Year (the "Negotiation Period").

1.2 **License Fee**. The initial License Fee shall be \$1.88 per square foot per year for the Premises. After the first License Year, any adjustments to the License Fee may not be increased more than 10% above the prior year's License Fee based upon the costs incurred by the District relating to the Premises and other considerations identified by the District. Any decreases to the initial License Fee may be proposed by La Familia based on such considerations as its enhancements or improvements to the Premises, its repairs to the Premises, and the benefits to

commit the District to accepting such proposals by La Familia. The License Fee shall be negotiated each year, after the first License Year during the Negotiation Period. The License Fee shall be paid by the tenth of each month or be subject to a late payment fee of \$50 for each week of delinquency plus a 5% interest charge on the principal of the License Fee. For the first License Year, and assuming occupancy on or about August 1, La Familia may pay quarterly payments by October 15, January 15, April 15, and July 15 for the year ending June 30, 2016. For subsequent License Years, monthly payment shall be made. Any quarterly payment shall be subject to the same late payment and interest calculation set forth above. Acceptance of payment of a delinquent License Fee, and late payment fee plus interest, shall not waive other remedies of the District to terminate or revoke the License granted herein.

1.3 **License Deposit.** To assure that La Familia performs its obligations under the License, and as a source for the payment of any delinquent License Fee due, Licensee agrees to deposit with the District an amount of \$5,000 (the "License Deposit"). The License Deposit shall be made with the District in a fund which will bear interest at the same rate as District funds pursuant to deposit requirements imposed on public school districts. Any unused License Deposit plus interest earned shall be remitted to La Familia.

1.4 **Sublicense.** Subject to approval by the District of any sublicense agreement, La Familia, as the holder of the master license, may sublicense occupancy to other organizations within the Premises that provide services compatible with the goals and policies of the District. The sublicense fee may be collected by either La Familia, or assigned by La Familia to the District if consented to in writing by the District. Any such assignment shall serve as a credit against the License Fee unless La Familia is in breach of the Agreement. Any fees, charges, or costs collected by the sublicensee which are over and above defraying program and related development costs and are conducted at the Premises resulting in a surplus, may be subject to collection by the District. La Familia shall be responsible to insure that the terms and conditions of any sublease agreement are complied with. La Familia shall terminate any sublicensee that is in breach of its material obligations of the sublicense. Failure to enforce the obligations of the sublease agreement may be grounds for revocation of La Familia's License. The sublicense agreement shall not exceed the Term as described in Article II.

1.5 **Repairs and Alterations.** La Familia accepts occupancy of the Premises in "as is" condition, except that the District shall ensure that mechanical systems such as HVAC and plumbing are in working condition prior to the Occupancy Date. Any repairs or improvements (collectively, "La Familia Improvements") shall be submitted to the District for review and approval. The District reserves the right to require, depending on the nature and scope of La Familia's Improvements, lien releases, bonding requirements, insurance during construction, and compliance with other legal obligations associated with such improvements on school property. In consideration of the payment of the License Fee, the District shall conduct necessary maintenance of the Premises ("District Maintenance") such as repairing leaks, plumbing, HVAC, other routine maintenance such as repairing windows, minimal landscaping and general maintenance, at the discretion of the District, associated with preserving the structures and other improvements at the Premises. The District shall have the right to recover any costs caused by any licensee committing waste or causing destruction or dilapidation, normal wear and tear excepted.

1.6 **Premises Inspection.** During normal business hours, the District may enter and inspect the Premises for compliance under the License and for compliance by any sublicensee. Such entry shall not unreasonably interfere with the activities being conducted at the Premises. All licensees shall

conduct their activities without causing waste, vandalism, or a nuisance at the Premises. La Familia waives any claim for damages for injury, inconvenience or interference with La Familia's activities, or any loss of occupancy or quiet enjoyment, caused by such entry, except to the extent caused by the gross negligence, recklessness or willful misconduct of District or any person under its explicit direction or control. District shall have keys, or key cards, to unlock all doors on the Premises and the right to enter by any means necessary for entry. Any entry to the Premises obtained by District by any means shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into the Premises, or a constructive or actual ejectment of La Familia from the Premises or any portion thereof.

## ARTICLE II

### TERM OF LICENSE

2.1 **Term.** The term ("Term") of the License and Agreement shall commence on the Effective Date and shall terminate, unless terminated earlier below, on June 30, 2027 ("Termination Date"). Upon mutual consent, in writing between the Parties, the Term may be extended. Notwithstanding the Termination Date, the License and Agreement may be terminated earlier ("Early Termination Date") as follows:

2.2 **Early Termination for Convenience.** The Agreement may be terminated by either Party for convenience. Notice of such termination shall be given at least ninety (90) days before the end of a License Year and shall be effective at the end of the following License Year.

2.3 **Early Termination for Cause.** The Agreement may also be terminated by either Party at any time for cause. "Cause" shall consist of a breach of any non-technical provision of the Agreement, and the failure of the breaching party to cure the breach within sixty (60) days of being notified of the breach, or such other date as the Parties may agree or a reasonable time to cure the breach not to exceed one hundred and twenty (120) days. If District terminates the Agreement for cause, it may bring an action to recover any damages from La Familia including any unpaid License Fee and to revoke the License.

2.4 **Vacation of Premises.** On or before the Termination Date or Early Termination Date, La Familia shall return the Premises and the affected portions of the Premises to District in a clean condition, ordinary wear and tear excepted. La Familia shall be responsible for the cost of any damage caused to the Premises and/or the affected portions of the Premises resulting from La Familia's surrender of the Premises. On or before the Termination Date or Early Termination Date, La Familia and La Familia's agents, officers, employees, volunteers and independent contractors shall immediately vacate the Premises. La Familia shall have the right to remove furnishings and equipment. Any fixtures may be removed as long as damage is not caused to buildings or other structures.

## ARTICLE III

### ASSESSMENTS, TAXES, FEES, CHARGES, AND UTILITIES

La Familia shall pay or cause to be paid, and hold District and the property of District, including the Premises, free and harmless from all assessments, taxes, fees, and charges, including but not limited to, charges for the furnishing of telephone services and other public utilities, including internet access and use. District shall not be liable in damages or otherwise



for any interruption in the supply of any utility services to the Premises nor shall any such interruption constitute any ground for an abatement of La Familia's obligations under the Agreement, unless such is the result of the gross negligence or willful misconduct of District. The use of tax exempt property, such as the Premises, may subject persons or entities occupying the Premises to a "possessory interest tax." To the extent La Familia is subject to a possessory interest tax for its use, the tax shall be paid by La Familia.

Agreement to Meet and Confer. The Parties will meet and confer, within six months of the Effective Date to negotiate, in good faith, current and future year fees, terms and conditions.

## ARTICLE IV

### INSURANCE AND SAFETY

4.1 **Insurance Requirements.** La Familia shall maintain insurance in the minimum amounts as required by the District. For the first License Year, there shall be a minimum of \$1,000,000 per occurrence for both Premises liability and personal liability. In subsequent License Years, the insurance requirements may be adjusted depending on the scope of uses by La Familia and scope of uses by sublicensees. La Familia shall submit evidence of such insurance and shall name the District as an additional insured prior to occupancy. As an additional insured, La Familia's policy requirements shall: (i) name District as an additional insured and be provided on an occurrence basis; (ii) state that such policy is primary, excess, and non-contributing with any other insurance carried by District; (iii) state that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than 30 days written notice shall be given to District before the cancellation or reduction of coverage or amount of such policy.

A certificate issued by the carrier, or carriers, of the policies described herein shall be delivered to District prior to La Familia's, its employees, volunteers and/or its independent contractors first entry onto the Premises. Each such certificate shall set forth the limits, coverage, and other provisions required under this section. A renewal certificate for each of the policies described above shall be delivered to District not less than thirty (30) days before the expiration of the term of such policy. Coverage shall be subject to District's approval and shall carry a rating of A:X or higher and the insurance carrier shall be admitted in California to provide insurance coverage and issue policies.

The policy requirements may be made part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required herein and does not reduce the coverage, impair District's rights under the Agreement, or negate, or decrease, La Familia's obligations under the Agreement.

4.2 **Safety.** La Familia shall be solely and completely responsible for conditions of the Premises, including safety of all persons and property. The foregoing shall include but not be limited to ensuring that the installation of any improvements to the Premises are adequately secured by La Familia to avoid the creation of an attractive nuisance or other hazardous condition. La Familia, its agents, employees, invitees, volunteers and independent contractors shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety. All materials, equipment, and supplies provided for the Premises and services provided shall fully conform to all applicable State, local and Federal safety laws, rules, regulations, and orders.

4.3 **Occurrence of a Casualty.** If at any time during the Term, the Premises and any related improvements are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of District or any person or entity under its explicit direction or control, if caused in whole or in part by La Familia, its employees, agents, invitees, guests, vendors, or any other person acting under La Familia's control or direction, the Agreement shall continue in full force and effect and La Familia, at its sole cost and expense, shall be responsible for repairing and restoring the damaged Premises and related improvements and shall diligently proceed with such repairs and/or restoration until completion. If at any time the Premises and any related improvements are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of La Familia, its employees, agents, invitees, guests, vendors, or any other person acting under La Familia's control or direction, then at its option the District may terminate this License upon written notice to La Familia and may at its option proceed with repairs and/or restoration of the Premises.

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

4.4.1 The death or injury of any person who is an employee, guest, invitee, or agent of La Familia, or by reason of the damages to or destruction of any property, including property owned by La Familia or by any person who is an employee or agent of La Familia, from any cause whatsoever as a direct result of operating the Program Services or La Familia's use and/or occupancy of the Premises while that person or property is in or about the Premises or in any way connected with the Premises or with any of La Familia's improvements or personal property on the Premises;

The death or injury of any person, including any person who is an employee, guest, invitee, or agent of La Familia, or by reason of the damage to or destruction of any property, including property owned by La Familia or any person who is an employee or agent of La Familia, caused or allegedly caused by either (1) the condition of the Premises or improvements on the Premises; or (2) any act or omission on the Premises by La Familia or any person in or about the Premises with the permission and consent of La Familia;

4.4.2 Any work, including alterations, performed on the Premises or materials furnished to the Premises at the instance or request of La Familia or any person or entity acting for or on behalf of La Familia; and

4.4.3 La Familia's failure to perform any provision of the Agreement or to comply with any requirement of applicable law or any requirement imposed on La Familia or the Premises by any duly authorized agency or political subdivision.

4.5 **Limitation of Liability.** Neither District, nor any of its officers, agents, employees, and members of its Board of Education, shall be personally liable in any manner or to any extent under or in connection with the Agreement. La Familia waives any and all such personal liability against the District and the individuals stated herein.

## ARTICLE V

## GENERAL TERMS AND PROVISIONS

5.1 **Entire Agreement**. The Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter dealt with in the Agreement and all understandings, oral or written, with respect to the subject matter of the Agreement are hereby superseded.

5.2 **Future Assurances**. Each Party hereto shall cooperate and take such actions as may reasonably be required by the other Party hereto in order to carry out the provisions of the Agreement and the transactions contemplated by the Agreement.

5.3 **Amendment of Agreement**. No modification of, deletion from, or addition to the Agreement shall be effective unless made in writing and executed by both District and La Familia.

5.4 **Waiver**. The failure by either Party to enforce any term or provision of the Agreement shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either Party of any term or provision of the Agreement shall be deemed or shall constitute a waiver of any other provision of the Agreement, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

5.5 **Severability**. In the event any clause, sentence, term or provision of the Agreement shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining portions of the Agreement shall nonetheless remain in full force and effect.

5.6 **Construction of Agreement**. The terms and provisions of the Agreement shall be liberally constructed to effectuate the purpose of the Agreement.

5.7 **Governing Law and Venue**. The Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Subject to the alternative dispute resolution provision set forth in section 5.12, any action or proceeding seeking any equitable remedies or remedies at law with respect to the provisions of the Agreement shall be brought in the Superior Court for the County of Sacramento.

5.8 **Assignment**. La Familia shall not have the right to assign the Agreement or any interest in the Agreement, without District's prior written consent. A sublease by La Familia shall not be considered an assignment. Any assignment made without such prior written consent shall be void, and at the option of District, shall terminate the Agreement. No right under the Agreement, nor claim for any money due or to become due hereunder shall be asserted against District, or persons acting for District, by reason of any assignment of the Agreement without District's written consent. Consent to one assignment, or other transfer shall not be deemed to constitute consent to any subsequent assignment, or other transfer.

5.9 **Binding Effect**. The Agreements, conditions, and provisions contained in the Agreement shall, subject to provisions for assignment, apply to and bind the heirs, executors, administrators, successors, and assigns of the parties to it.

5.10 **Independent Contractor**. La Familia is an independent contractor, not an officer, employee or agent of District.

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

**District:**

Chief Business &  
Operations Officer,  
Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824  
Ph: (916) 643-9233

**La Familia:**

La Familia Counseling Center, Inc.  
5523 34th Street  
Sacramento, CA 95820  
Ph: (916) 452-3601

If facsimile transmission is made, each Party shall supply a fax number to the other Party.

5.12 **Alternative Dispute Resolution**. In the event of any dispute regarding the provisions of the Agreement, the Parties shall attempt to mediate a resolution. If mediation is not successful, the Parties agree to submit their dispute to binding arbitration with an acceptable third party, or if the Parties cannot agree, with either the American Arbitration Association (“AAA”) or JAMS in Sacramento County. Each Party shall share the cost of the mediator/arbitrator and each Party shall bear their respective attorneys fees and costs.

5.13 **Incorporation of Attachments**. Attachment A is incorporated in the Agreement as though set forth fully and at length herein. Any subsequent attachments through amendments shall be deemed to be incorporated herein by reference.

5.14 **Headings and References**. The headings of the Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of the Agreement.

5.15 **Signature In Counterparts**. The Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute the same instrument. A copy, original or facsimile with all signatures appended together shall be deemed a fully executed Agreement. Electronic signatures, and copies of all signatures, shall have the same force and effect as original signatures.

5.16 **Remedies**. The remedies of the District shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter available at law or in equity.

5.17 **Warranty of Authority.** The signatories of La Familia warrant they have full authority to bind the corporation known as La Familia Counseling Center, Inc. and to execute and deliver the Agreement on behalf of the corporation.

All Other Terms Remain the Same. Except as set forth in sections 1 and 2, and provided the Parties are successful in negotiating the fees, terms and conditions pursuant to section 3, all other terms and conditions of the Agreement shall remain the same.

**IN WITNESS WHEREOF**, the Parties have executed the Agreement as of the Effective Date.

**DISTRICT:**

Sacramento City Unified School District

By: \_\_\_\_\_  
Jorge Aguilar  
Its: Superintendent

**LA FAMILIA:**

La Familia Counseling Center, Inc.

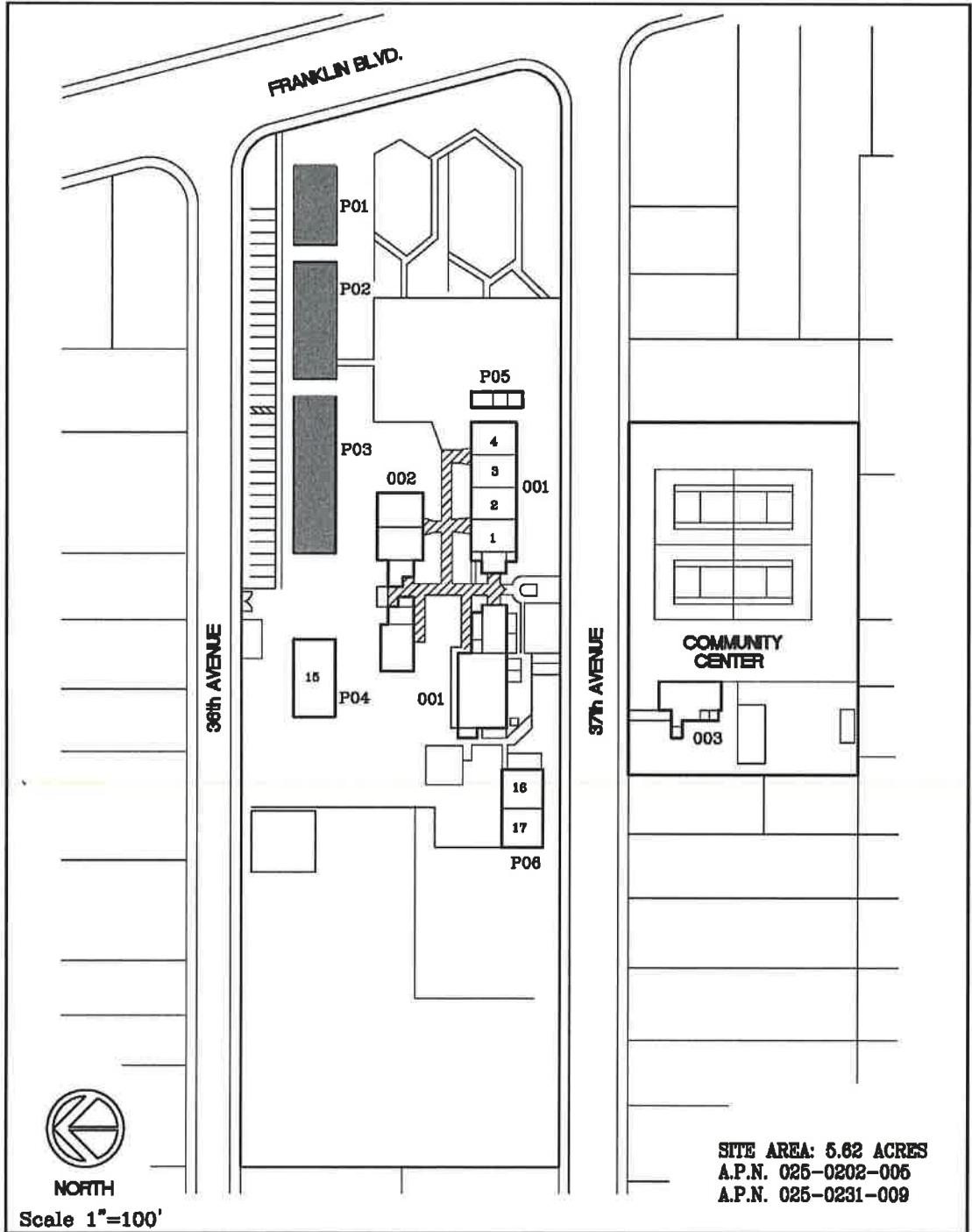
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTACHMENT A**

**DESCRIPTION OF PREMISES**

Attachment "A"




Maple Elementary School (223)  
3301 - 37th Avenue  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

**EXISTING SITE DIAGRAM**

OCTOBER 2001

Leased square footage is 17,631

 Area not included in leased sf



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1f

**Meeting Date:** September 16, 2021

**Subject:** Approve Minutes of the August 19, 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 August 19, 2021, Board of Education Meeting.

**Background/Rationale:** None

**Financial Considerations:** None

**LCAP Goal(s):** Family and Community Empowerment

**Documents Attached:**

1. Minutes of the August 19, 2021, Board of Education Regular Meeting

<p><b>Estimated Time of Presentation:</b> N/A <b>Submitted by:</b> Jorge A. Aguilar, Superintendent <b>Approved by:</b> N/A</p>
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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, August 19, 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)

# MINUTES

2021/22-3

## 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 4:35 p.m. by President Pritchett, and roll was taken.

#### Members Present:

President Christina Pritchett  
Vice President Lisa Murawski  
Second Vice President Darrel Woo  
Leticia Garcia  
Chinua Rhodes  
Jamee Villa

#### Members Absent:

Lavinia Grace Phillips (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/SCUSDcommentAugust19>; 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, August 19. 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*

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

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

**4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE**

*4.1 The Pledge of Allegiance*

*4.2 Welcome Student Board Member Jacqueline Zhang – the Board introduced and welcomed the new Student Board Member for the 2021-22 school year, Jacqueline Zhang. Jacqueline is a Junior at John F. Kennedy High School.*

*4.3 Broadcast Statement*

4.4 *Stellar Student – Amaya Bouzid, a 1<sup>st</sup> Grade student from Pony Express Elementary School, was introduced by Second Vice President Woo*

## **5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

*Counsel Anne Collins announced that OAH Case No. 2021060897 and OAH Case No. 2021060288 were both unanimously approved 7-0.*

## **6.0 AGENDA ADOPTION**

*President Pritchett asked to amend the agenda by changing the order of Item 10.3 and Item 10.4 so that Item 10.4 would be heard before Item 10.3. She also asked to pull Item 12.1f from the Consent Agenda so that it could be voted on separately. A motion was made to approve as amended by Second Vice President Woo. This was seconded by Vice President Murawski, and the Board voted unanimously to adopt the agenda as amended.*

## **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/SCUSDcommentAugust19>; 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, August 19 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:*

*Ingrid Hutchins*

*Julius Austin*

*Mo Kashmiri*

*Rich Vasquez*

*Taylor Kayatta, with time from Dennis Mah and Benita Shaw*

*Imaan Potter*

*Jemalle Hebron*

*Coach Simms*

*Ramon Donovan Garcia*

*Janet Jones Smith*

*Nikki Milevsky*

## **8.0 COMMUNICATIONS**

## 8.1 Employee Organization Reports:

**Information**

- SCTA – David Fisher reported on behalf of SCTA; Mo Kashmiri gave a live public comment

## 9.0 SPECIAL PRESENTATION

### 9.1 Opening of Schools Update (Various Departments)

**Information**

*The following Departments provided an update: Student Support & Health Services, Risk Management, Human Resources, Guidance & Counseling, Multi-Tiered System of Support, Curriculum & Instruction, Enrollment Center, Legal Services, Communications, Academic Office, Nutrition Services, Facilities & Operations, Social Emotional Learning, Safety Intervention & Response Coordination, Technology Services, Fiscal Services, Youth Development, and Strategy & Continuous Improvement.*

#### *Public Comment:*

*AnnaMarie Norvell  
Benita Shaw-Ayala  
Kenya Martinez  
Bryn Mumma  
Cyd Jaghory  
Daniel Darby  
E. J. Soliz  
Ingrid Hutchins  
Jennifer Baker  
Justine Hearn  
Kristin Goree  
Lysa Twardosz  
Mo Kashmiri  
Shawnda Westly  
Taylor Kayatta  
Todd Bloom  
Vanessa Cudabac  
Anna Molander  
Kara Synhorst  
Elizabeth Campbell  
Ellen Yin-Wycoff  
Catherine Warmerdam  
Tara Thronson  
Samantha Benton  
Angela Gamez  
Julie Ketchel  
Melanie Knight  
Jamie Canaday  
Jessica Clinkenbeard  
Lilibeth Bloom  
Maria Dal Ben*

*Dominic Dawson Soto*  
*Patricia Dent*  
*George Edmiston*  
*Melanie Ernould*  
*Brittany Faiola*  
*Rob Ferrera*  
*Jenny Ferrera*  
*Kate Folmar*  
*Ellika Frykman*  
*Shannah Andrade*  
*Vanessa Cudabac*  
*Stefani Danch*  
*Rosa Alvarez*  
*Sara Bailey*  
*Sara Goncalves*  
*Megan Goodin*  
*Elizabeth Gould*  
*Jennifer Gravvat*  
*Devin Hallett*  
*Darra Henigan*  
*Claudia Hernandez Leonardo*  
*Lisa Herrera Hogan*  
*Jennifer Hewitt*  
*Marina Cazorla*  
*Troy Flint*  
*Erica Jaramillo*  
*Mark Holeman*  
*Cassandra Hoff*  
*Katie Holeman*  
*Alex Huerta*  
*Beth Hurn*  
*Nathan Kinnick*  
*Heidi Kinnick*  
*Michelle Lahmon*  
*Angela Langford*  
*Amy Lapin*  
*Rachel Libby*  
*Jeremy Lockwood*  
*Colleen McGee*  
*Kara McGuire*  
*Sarah Mertyris*  
*Kelly Mieske*  
*Larissa Miller-Lerch*  
*Derek Murray*  
*Courtney O'Connor*  
*Kelly O'Neill*  
*Caroline Prieto*  
*Katie Ragle*  
*Jennifer Reeves*

*Jeremiah Rhine  
Kristina Ricci  
Eric Richards  
Ariele Rodriguez  
Steph Rodriguez  
Betty Rosauer  
James Rosauer  
Erica Sanchez  
Sarah Sawyer  
Susan Shanmugam  
Anne Shaver  
Jessica Shevlin  
Janine Simac  
Heather Simmons  
Samuel Skow  
Kevin Smith  
Kelly Stout  
Kara Synhorst  
Lisa Thompson  
Matthew Van Zandt  
Orlana Van Zandt  
Kristen Wagner  
Sarah Watkins  
Chris Watkins  
Mina White  
Schuyler Wilcox  
Kali Williams  
Tracey Wong  
Lisa Wunsch  
Nicole Freedman  
Rosalva Willow  
Maggie Armstrong  
Stacey Armstrong  
Erin Duarte  
Erin Gottis  
Beth Conklin  
Danielle Read  
Tammy Smith  
Colleen McGee  
Kerry Enright  
Robin Swanson  
Amber Verdugo  
Amy Brown  
Barbara Vaughan Bechtold  
Carrie Lewis  
Ed Fuentes  
Ellen Yin-Wycoff  
Ernest Stermer  
Jaime Samuels*

*Josh Clark  
Karin LeCocq  
Katherine Ferreira  
Kendall Wiley  
Laura Allen  
Lisbeth Armstrong  
Michael Ferreira  
Sara Allen  
Sarah Coffey  
Sarah Soderborg  
Sarita Serup  
Sher Singh  
Vanessa White  
Vocheri Thomas  
William Bell*

*Board Comments:*

*President Pritchett thanked staff for the presentation and for providing numbers on COVID-19 testing and vaccine clinics. She asked for clarification on the District HVAC systems. She wanted to know if they are working at full capacity. Director of Facilities Chris Ralston replied yes, that all systems have been looked at and that repairs were made where needed. President Pritchett then asked how the District is incorporating parents in the orientation for Kindergarten, 7<sup>th</sup> and 9<sup>th</sup> grades. Mr. Harris explained what is being done. President Pritchett asked if town hall meetings with the principals could be held, and Mr. Harris said that could be set up. President Pritchett also if the delay regarding independent study is due to negotiations. Superintendent Aguilar said that the District is still working with labor partners. He noted that AB 130 is a California mandate and that students will be allowed to return to their home school. President Pritchett asked when negotiations would be taking place, and the Superintendent shared that a meeting is scheduled Tuesday. President Pritchett stated that she has concerns about school safety plans. She asked if the school calls Director of School Safety Ray Lozada and not the police department if there is a fight at school. Mr. Lozada answered that if the situation is out of control and an emergency, then the situation has to be stabilized versus handling internally. However, if it is a situation that can be mitigated to a non-emergency then it can be handled internally. President Pritchett noted that the Sacramento Police Department does not cover most of her Trustee Area and asked if information in the presentation includes the sheriff's department. Mr. Lozada said the District has a relationship with the sheriff's department as well.*

*Member Phillips asked if the District will be taking some things that the Oakland Unified School District has in their program into Sacramento City Unified School District's program. Mr. Lozada spoke about what Oakland did in many areas and noted that the presentation was specific to response. He said the District can incorporate things from Oakland's program, but also noted that Oakland has a much larger budget and their own police security team. Member Phillips asked about realized savings from scaling down the school resource officer positions. Mr. Lozada replied that a team still needs to be built. Member Phillips asked if the District will host third vaccine shots. Ms. Victoria Flores*

*said that yes, the District will be looking to do that. Member Phillips asked if special face masks will be provided to students. Ms. Flores said yes. Lastly, Member Phillips said she wants to make sure that questions coming from the public be answered.*

*Vice President Murawski thanked staff and said the presentation was very detailed. She asked how students will stay on track if they are quarantined. Ms. Baeta said that short-term independent study plans are being finalized to be in alignment with AB 130. Vice President Murawski asked for more detail on what is in place for student lunch seating. Ms. Diana Flores said that picnic tables will not be delivered in time for the start of school, but they are planning to have students sit in the grassy areas and overhangs of the hallways. The students are also allowed to eat indoors by observing social distancing. Vice President Murawski encouraged mandatory testing. Ms. Victoria Flores said that at this time surveillance testing is voluntary. Lastly, Vice President Murawski said she would like Afghan refugee students to be welcomed and also that we need district common assessments.*

*Member Villa said she also supports regular testing. She wants to make sure that the dashboard contains information from all departments, and she asked how often the District is updating COVID-19 exposures on the dashboard. Ms. Flores said the information is real-time data and that the information updates to the website twice a week. Member Villa also said she would like having more outside spaces at the school sites. She asked if we are fully staffed and ready to go for independent study at Capital City School. Superintendent Aguilar said yes. Member Villa added that she is happy to know that students will be able to return back to their home school. Lastly, she said she would like to see more information on calming stations.*

*Member Garcia thanked staff for the presentation and the public for calling in. She supports having masks required indoors and outdoors, as well as mandatory testing. She appreciates the release of the dashboard which shows numbers in real time. She spoke about the expanded learning program and also appreciated the clarification that students can return to their school of enrollment. She said she supports the request for a Zoom town hall. Superintendent Aguilar noted that a communication families tool kit is being provided to principals. Member Garcia said she wants to make sure school sites that are welcoming Afghan students be provided with additional resources. Lastly, Member Garcia said she is getting nervous and frustrated with the short time between when a decision is made and when school starts. She asked for a date when families will be given information on independent study. Superintendent Aguilar said his recommendation is to strive to finalize negotiations at the Tuesday session so that all communication can be provided to families no later than Wednesday.*

*Member Rhodes thanked Member Garcia for her last questions. He noted that the majority of questions from the public were regarding independent study and how students with IEPs can gain access. He said he is happy to hear there is a Tuesday deadline for parents to hear information and that students can return to their school of enrollment from independent study. He said he appreciates the work of the Youth Development Department and their summer program.*

*Second Vice President Woo thanked staff, and the public for their questions. He said he supports mandatory testing and commented that he is seeing implementation of MTSS.*

*Superintendent Aguilar thanked Chief Continuous Improvement and Accountability Officer Vincent Harris for his four years of service to the District and presented him with a red marble apple. The Board members all thanked Mr. Harris for his service and said he will be missed; Mr. Harris gave parting words.*

*The Board took a five minutes break so that the filming system could be reset.*

*9.2 Resolution No. 3217: Safe and Secure Storage of Firearms in the Community (Darrel Woo)* **Action**

*The resolution was presented by Second Vice President Darrel Woo.*

*Public Comment:  
None*

*Board Comments:*

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

*President Pritchett asked for a motion to extend the meeting to 12:30 a.m. Vice President Murawski moved to extend the meeting, and Member Villa seconded the motion. The motion passed 6-1.*

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

*10.1 Facilities Master Plan Update #2 (Rose Ramos)* **Information**

*The presentation was delivered by Leigh Sata and Nathaniel Browning from Facilities, and Anton Blewett and Mark Covington of the DLR Group. They went over facilities master planning, quantitative and qualitative data, timelines, communication and participation, assessments, condition of facilities, a summary of costs, project priority, and next steps.*

*Public Comment:  
Mo Kashmiri*

*Board Comments:*

*President Pritchett thanked all involved and noted that this is an informational item that would be brought back at the next regular board meeting.*

*Member Murawski thanked all for their work and asked if the plan takes into account efficiency measures when prioritizing projects. Mr. Sata said yes, their developed tool does give data, but also has flexibility built in, therefore it does not give an exact list of what will*



go first. Vice President Murawski asked what exactly the Board would be adopting in approving the facilities master plan. Mr. Sata replied that the Board would be adopting a set of tools that have been developed and the overall list of projects, but not the order of the projects. He also said there will not be enough money to address every school.

Member Garcia asked if the assessments included growth in terms of traditional kindergarten. Facilities Director Nathaniel Browning said that the bond project will be the governing document which will also be used for projects going forward. Member Garcia said she needs to understand what exactly the Board is approving when it becomes time to approve the facilities master plan.

Member Rhodes said he appreciated the presentation and the equity index.

Second Vice President Woo asked what is the determining factor of demolishing a school versus partial repair. Mr. Sata said there are choices that come down to value for the project and that the solutions will be determined by the architect that takes on the project. He said each school needs to be looked at individually in order to give a specific answer.

Member Garcia said she feels at some point the Board needs to understand what is left in Measure Q, as Measure H does not include athletics. She noted that Hiram Johnson High School needs a baseball field.

President Pritchett said it would be nice to get an update on Measure Q; Superintendent Aguilar said a board communication would be sent.

## 10.2 2021-2022 Budget Update (Rose Ramos)

## Information

Chief Business Officer Rose Ramos began the presentation and introduced Assistant Superintendent Adrian Vargas. They reported on key items of the state enacted budget, impact to multiple year projections, enrollment impact to the multiple year projections, additional programs with the state enacted budget, and next steps.

*Public Comment:*  
Daniel Darby

*Board Comments:*

Member Garcia thanked the presenters for the update. She asked if the board is not taking action to revise the adopted budget today.

*Ms. Ramos said that is correct; the revised budget will be brought to the Board in October. Member Garcia asked for the process to make changes. Ms. Ramos said the Board can have conversations to make changes at any time.*

*10.3 Approve the Submission of Credential Waiver Applications to the California Commission on Teacher Credentialing (Cancy McArn)*

**Conference/Action**

*Note: this Item was heard after Item 10.4.*

*Credential Auditor Tami Mora and Human Resources Director Tiffany Smith-Simmons presented. They explained the credential waiver application to the California Commission on Teacher Credentialing, and went over past credential waiver requests from the 2017/18 school year and beyond.*

*Public Comment:*

*None*

*Board Comments:*

*Second Vice President Woo motioned to move the Item from Conference to Action, and Vice President Murawski seconded. The motion passed unanimously. Second Vice President Woo then motioned to approve, and Vice President Murawski seconded. The motion passed unanimously.*

*10.4 Approve the Declaration of Need for Fully Qualified Educators for the 2021-2022 School Year (Cancy McArn)*

**Conference/Action**

*Note: this Item was heard before Item 10.3.*

*Credential Auditor Tami Mora and Human Resources Director Tiffany Smith-Simmons presented. They explained declaration of need and went over past credential waiver requests from the 2017/18 school year and beyond, current areas of need, and 2021-2022 recruitment and retention efforts.*

*Public Comment:*

*Daniel Darby*

*Mo Kashmiri*

*Board Comments:*

*Member Phillips asked to know what efforts are made to recruit which include diversity efforts. Ms. Smith-Simmons went over such efforts.*

*Second Vice President Woo motioned to move the Item from Conference to Action, and Vice President Murawski seconded. The motion passed unanimously. Member Garcia then motioned to approve, and Second Vice President Woo seconded. The motion passed unanimously.*

*10.5 Approve Memorandum of Understanding (MOU) with United Professional Educators Successor Collective Bargaining Agreement (Raoul Bozio)*

**Action**

*In House Counsel Raoul Bozio went over the key provisions of the MOU.*

*Public Comment:  
None*

*Board Comments:*

*Member Phillips asked if someone independently is going to look at SCTA's salary schedule and compare it to UPE's. Mr. Bozio said that is correct. Member Phillips asked to clarify that if it is five percent or less, the two will be matched. Mr. Bozio said it is not that they will be necessarily matched, it is that the comparison will be conducted to determine what the difference is between the UPE salaries and our teacher salaries; if it is less than five percent, then negotiations would be re-opened to discuss compensation. Superintendent Aguilar explained that we might have situations where a site leader's salary is less than a teacher's salary.*

*Member Garcia asked if this is an MOU for successor negotiations or for re-opening. Mr. Bozio answered that it is the successor contract through 2022. Member Garcia made a motion to approve this item, and Vice President Murawski seconded. The motion passed 6-1 with Member Phillips voting no.*

## **11.0 PUBLIC HEARING**

*11.1 Public Hearing: First Reading of Revised Board Policy 5145.31 (Transgender and Gender Non-Conforming Students) (Raoul Bozio)*

**First Reading**

*In House Counsel Raoul Bozio and Student Support and Health Services Director Victoria Flores went over Board Policy 5145.31 and the revisions.*

*Public Comment:  
None*

*Board Comments:*

*Vice President Murawski asked about language that addressed the basis for the student identification determination. Mr. Bozio replied it is to address the idea that it is not the role of staff to determine or be the gatekeeper of the question of a student's preference in this area in that if there is a question about whether they believe the student has a genuine basis or belief in their gender identity, that question or issue should not fall on staff. They should consult with our Title 9 coordinator or LGBTQ support services program to address their concern before acting in any sort of gatekeeper role and taking any actions that would be unadvised.*

**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 the Charles A. Jones Career and Education Center's Program Name Change and/or Program Hours Change Requests (Christine Baeta)*
- 12.1d Approve Consolidated Application (ConApp) 2021-22 Spring Report (Kelley Odipo and Vincent Harris)*
- 12.1e Approve Resolution No. 3216: Approve Temporary Interfund Transfers of Special or Restricted Fund Moneys (Rose Ramos)*
- 12.1f Approve Revised Board Policy 6158 (Independent Study) (Raoul Bozio)*
- 12.1g Approve Minutes of the August 5, 2021, Board of Education Meeting (Jorge A. Aguilar)*
- 12.1h Approve Minutes of the August 10, 2021, Special Board of Education Meeting (Jorge A. Aguilar)*

*In addition to pulled Item 12.1f, Vice President Murawski asked that Item 12.1a also be pulled. President Pritchett asked for a motion to adopt the Consent Agenda with both of these Items pulled. A motion was made to approve by Second Vice President*

Woo. The motion was seconded by Vice President Murawski and the Board voted unanimously to adopt the Consent Agenda. Vice President Murawski expressed her support of the pro-youth contract included in Item 12.1a and said she would like to expand the contract to include more schools. Student Support and Health Services Director Victoria Flores said that there is already a commitment for this that will be brought before the Board. Vice President Murawski moved to approve Item 12.1a, and Member Villa seconded. The motion passed 6-1 with Member Phillips voting no. In House Counsel Raoul Bozio then discussed Item 12.1f, revised Board Policy 6158 (Independent Study), and AB 130. Member Garcia asked what would be the first day of instruction date, and Mr. Bozio said it would be 30 days from the date that the student enrolls in independent study. Member Garcia made a motion to approve Item 12.1f, and Vice President Murawski seconded. The motion passed unanimously.

### **13.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ September 2, 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
- ✓ 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

### **14.0 ADJOURNMENT**

President Pritchett asked for a motion to adjourn the meeting; a motion was made by Vice President Murawski and seconded by Second Vice President Woo. The motion was passed unanimously, and the meeting adjourned at 12:19 a.m.

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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# 12.1g

**Meeting Date:** September 16, 2021

**Subject:** Approve Minutes of the August 23, 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 August 23, 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 August 23, 2021, Board of Education Special Meeting

<p><b>Estimated Time of Presentation:</b> N/A <b>Submitted by:</b> Jorge A. Aguilar, Superintendent <b>Approved by:</b> N/A</p>
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# 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 Phillips, (Trustee Area 7)  
Jacqueline Zhang, Student Member

Monday, August 23, 2021  
5:30 p.m.

Serna Center  
Washington Conference Room  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
(See Notice to the Public Below)

## **MINUTES** 2021/22-4

### **1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL**

*The meeting was called to order at 5:32 p.m. by President Pritchett, and roll was taken.*

#### *Members Present:*

*President Christina Pritchett  
Second Vice President Darrel Woo  
Chinua Rhodes  
Jamee Villa  
Leticia Garcia*

#### *Members Absent:*

*Vice President Lisa Murawski (arrived at 5:48 p.m.)  
Lavinia Grace Phillips (arrived during Closed Session)  
Student Member Jacqueline Zhang*

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

#### **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/SpecialMeetingAugust23> ; 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, August 23. 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 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (District Representative Pam Manwiller)*

### **4.0 RECONVENE INTO OPEN SESSION**

*The Board reconvened into Open Session at 7:38 p.m.*

### **5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

*None*

### **6.0 BOARD GOVERNANCE WORKSHOP**

*Develop Board Governance Handbook (Facilitator: Teri Vigil, CSBA)*

### **7.0 ADJOURNMENT**

*President Pritchett asked for a motion to adjourn the meeting; a motion was made by Vice President Murawski and seconded by Member Phillips. The motion was passed unanimously, and the meeting adjourned at 10:18 p.m.*

---

*Jorge A. Aguilar, Superintendent and Board Secretary*

*NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public portion of the special Board meeting, please contact the Board of Education Office at (916) 643-9314 at least 8 hours before the scheduled Board of Education special meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)]*





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1h

**Meeting Date:** September 16, 2021

**Subject:** Approve Minutes of the August 27, 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 August 27, 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 August 27, 2021, Board of Education Special Meeting

<p><b>Estimated Time of Presentation:</b> N/A <b>Submitted by:</b> Jorge A. Aguilar, Superintendent <b>Approved by:</b> N/A</p>
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# 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 Phillips, (Trustee Area 7)  
Jacqueline Zhang, Student Member

Friday, August 27, 2021  
11:00 a.m.

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

## MINUTES 2021/22-5

### 1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

The meeting was called to order at 11:01 a.m. by President Pritchett, and roll was taken.

#### Members Present:

President Christina Pritchett  
Vice President Lisa Murawski  
Second Vice President Darrel Woo  
Chinua Rhodes  
Jamee Villa  
Leticia Garcia  
Lavinia Grace Phillips

#### Members Absent:

Student Member Jacqueline Zhang

### 2.0 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); or (2) submitted in writing, identifying the matter number and the name of the public member at the URL ; <https://tinyurl.com/SpecialMeetingAugust27>, 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 8:00 a.m., August 27. 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 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (District Representative Pam Manwiller)*

### **4.0 RECONVENE INTO OPEN SESSION**

*The Board reconvened into Open Session at 1:17 p.m. There were no announcements out of Closed Session*

### **5.0 ADJOURNMENT**

*President Pritchett asked for a motion to adjourn the meeting; a motion was made by Member Rhodes and seconded by Member Villa. The motion was passed unanimously, and the meeting adjourned at 1:19 p.m.*

---

*Jorge A. Aguilar, Superintendent and Board Secretary*

*NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public portion of the special Board meeting, please contact the Board of Education Office at (916) 643-9314 at least 8 hours before the scheduled Board of Education special meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)]*



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1j

**Meeting Date:** September 16, 2021

**Subject:** **Approve Resolution No.3223: Resolution to Convey Utility Easement Entitlements to the Sacramento Municipal Utilities District for Transportation Services**

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

**Division:** Facilities Support Services

**Recommendation:** Subsequent to Public Hearing Item 11.2, approve Resolution No. 3223, which conveys utility easement entitlements to the Sacramento Municipal Utilities District (SMUD) for Transportation Services for its Transportation Electric Bus Infrastructure construction project.

**Background/Rationale:** The District is developing the electric bus infrastructure at Transportation Services and SMUD has jurisdiction over the electrical distribution facilities to serve Transportation Services. SMUD requires a utility easement to provide electrical services to Transportation Services.

Pursuant to Education Code 17557, the District adopted Resolution No. 3221 at its September 2, 2021, Board of Education Meeting. Resolution No. 3221, declared the District's intention to convey certain District property located at 7050 San Joaquin St, Sacramento, CA 95820, to SMUD for a utility easement.

**Financial Considerations:** N/A

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

**Documents Attached:**

1. Resolution No. 3223

**Estimated Time of Presentation:** N/A

**Submitted by:** Rose F. Ramos, Chief Business Officer

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

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

**RESOLUTION NO. 3223**

**RESOLUTION TO CONVEY UTILITY EASEMENT ENTITLEMENTS  
TO THE SACRAMENTO MUNICIPAL UTILITIES DISTRICT  
FOR TRANSPORTATION SERVICES**

**WHEREAS**, the Sacramento City Unified School District (“District”) is in the process of developing its electric bus infrastructure at Transportation Services located at 7050 San Joaquin St, in the City of Sacramento; and

**WHEREAS**, the Sacramento Municipal Utilities District (“SMUD”) has jurisdiction regarding distribution facilities and requirements to serve the Transportation Services (collectively, “facilities”); and

**WHEREAS**, SMUD requires a utility easement and related entitlements and requirements for the facilities; and

**WHEREAS**, on September 2, 2021, the Board of Education adopted Resolution No. 3221, declaring its intention to convey utility easement entitlements with related facilities to SMUD and providing notice of a public hearing for adoption of this Resolution to convey such entitlements; and

**WHEREAS**, the SMUD facilities are necessary to support the Transportation Services.

**NOW, THEREFORE, BE IT RESOLVED** by the Sacramento City Unified School District Board of Education which finds and determines as follows:

1. Adopts the foregoing recitals as true and correct.
2. Adopts this Resolution conveying utility easement entitlements with related facilities to SMUD for the District’s Transportation Services located at 7050 San Joaquin St, Sacramento, CA.
3. Authorizes the Superintendent, or his designee, to review and execute any and all easement entitlements with related facilities, including agreements and plans, to SMUD as necessary to carry out the purpose of this Resolution.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 16th day of September, 2021, by the following vote:

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

---

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# 12.1j

**Meeting Date:** September 16, 2021

**Subject:** Approve Memorandum of Understanding Between the City of Sacramento and Sacramento City Unified School District for the Joint Use of Susan B. Anthony Field as a Park During Non-School Hours

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

**Division:** Facility Support Services

**Recommendation:** Approve Memorandum of Understanding (MOU) Between the City of Sacramento and Sacramento City Unified School District for the Joint Use of Susan B. Anthony Field as a Park During Non-School Hours.

**Background/Rationale:** This MOU would allow for the community use of the Susan B. Anthony field as a neighborhood park during non-hour hours of operation. There was a previous agreement in place for this purpose between the years of 1979 and 1993, and the District currently maintains a small, narrow, City-owned parcel that is adjacent the park. The initial MOU will be through March 31, 2022. The parties to the agreement will meet twice from the date of commencement and March 31, 2022 in order to discuss any areas of opportunity before agreeing to a longer-term agreement in the future.

**Financial Considerations:** The City will contribute \$1500 to the District monthly to ensure the Park is properly secured and cleaned before the start of school.

**LCAP Goal(s):** Family and Community Empowerment

**Documents Attached:**

1. Memorandum of Understanding Between the City of Sacramento and Sacramento City Unified School District for the Joint Use of Susan B. Anthony Field as a Park During Non-School Hours

<p><b>Estimated Time of Presentation:</b> NA <b>Submitted by:</b> Rose Ramos, Chief Business Officer Nathaniel Browning, Director of Facilities <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SACRAMENTO  
AND SACRAMENTO CITY UNIFIED SCHOOL DISTRICT FOR THE JOINT USE OF  
SUSAN B. ANTHONY FIELD AS A PARK DURING NON-SCHOOL HOURS**

**THIS USE AGREEMENT** (“Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective Date”), by and between the Sacramento City Unified School District, a political subdivision of the State of California (“District”), and the City of Sacramento, a municipal corporation (“City”). District and City are sometimes hereinafter referred to collectively as the “Parties” or each individually as a “Party.”

**WHEREAS**, Chapter 10 of Part 7 of the California Education Code (“Community Recreation Programs Law”) authorizes school districts and cities to organize, promote, and conduct programs of community recreation that will contribute to the attainment of general educational and recreational objectives for children and adults of the state;

**WHEREAS**, pursuant to Education Code section 38131, District may grant the use of school facilities as a civic center for uses including educational and recreational uses;

**WHEREAS** pursuant to Education Code section 38133, the management, direction, and control of school facilities are vested in the District’s governing Board (“Board”), who may provide for the use of school facilities as a civic center where uses are consistent with school purposes and do not interfere with the regular conduct of schoolwork;

**WHEREAS**, District is the owner of the Susan B. Anthony Elementary School site located at 7864 Detroit Boulevard, Sacramento, CA 95832, in the County of Sacramento (“Site”);

**WHEREAS**, City desires to use a portion of the Site consisting of athletic fields and recreation areas, including tennis courts, all as more particularly depicted in the attached Exhibit “A” attached hereto and incorporated by this reference (the “Premises”), for the purpose of providing recreational facilities for unstructured community use and enjoyment;

**WHEREAS**, District and City previously had a joint-use agreement for the Site between the years of 1979 and 1993. District and City seek to continue that joint-use partnership of the Premises to provide recreational opportunities to the community; and

**WHEREAS**, City will need a right of entry onto the Site to carry out the purposes of this Agreement.

**NOW, THEREFORE, DISTRICT AND CITY HEREBY MUTUALLY AGREE AS FOLLOWS:**

**ARTICLE I**

**License**

1.1 Grant of License. In consideration of the License Fee and other terms of this Agreement, District agrees to grant City (including its employees and agents) a revocable license



("License") to use the Premises for the sole purpose of providing recreational opportunities and general community use and enjoyment ("Approved Use") during non-school hours of 4:30pm p.m. to 6:30 a.m. Monday through Friday and all day on Saturdays, Sundays, and school holidays. This timeframe will accommodate all school site programming, including extended day activities. District may alter the accessible timeframe, within reason, at any time through written notification to the City in order to accommodate District operations. District will continue to have rights to Premises for school related functions during the non-school hours noted above. The rights granted to and the obligations imposed on the City herein shall extend to the City's officers, agents, employees, volunteers, invitees, and independent contractors. All use by outside users must follow District policies and practices regarding Community Facility Use Permits. The License granted hereunder does not provide City with the right to allow outside organizations or groups to use the Premises. All requests for City use of Premises, beyond the purpose of providing recreational facilities for unstructured community use and enjoyment, shall submit District Facility Use Permit forms for District approval.

1.2 Physical Extent of Right to Enter. The License granted hereunder with respect to carrying out the Approved Use shall extend to the Premises. The License includes City's (and its employees' and agents') non-exclusive right of pedestrian ingress to and egress from the Premises. Such rights shall not extend to any school buildings, restroom facilities, or parking lots. District shall have no liability for damages related to motor vehicles parked on city streets. City shall comply with all applicable laws with respect to its access and use of the Premises and the Site. Site staff shall be responsible for ensuring community access to the Premises during the non-school hours, as outlined above. City and District staff shall not provide any facility or gate keys to community member at any time in order to ensure student and site safety.

The License granted herein shall be limited to City's rights set forth in this Section 1.2, including the right to use the Premises and for ingress and egress thereto and therefrom. Except as otherwise expressly authorized by this Agreement, City shall have no right to access or use the portions of the Site that are not included Premises (the "Remainder Portion"). City acknowledges that the Remainder Portion is not currently suitable for City's use, that such entry is not authorized by this License, and that if City, its employees, agents, representatives, or invitees, enter the Remainder Portion, they will be trespassing on District property and they do so at their own risk. District shall not be liable for any damages to person or property resulting from said parties' unauthorized access to or use of the Remainder Portion.

1.3 Permitted Use/ City's Responsibilities. City shall use the Premises solely for the Approved Use, and City shall be responsible for all costs and services relating thereto, above and beyond general maintenance of the Premises, which shall be governed by Section 2.7. City shall be solely responsible for providing all equipment and furnishings for the Approved Use, if any, subject to the terms of this Agreement.

1.4 License Fee. Commencing upon the Commencement Date, City agrees to pay, and District agrees to accept as a license fee for the use of the Premises, the sum of One Dollar (\$1.00) per year for the term of the License, which shall be paid by City on the first day of the term of the License, and on the annual anniversary of said date throughout the remainder of the term.

1.5 Damage to Premises. District and City shall conduct a joint site visit following the execution of the agreement to inspect the Premises. All damage to the Premises thereafter shall be the responsibility of the City. The City shall reimburse the District for any costs associated with addressing such damages, beyond general maintenance.

1.6 Term, Termination and Revocation of the License.

(a) The term of this Agreement and the License shall commence on \_\_\_\_\_, 2021 (“Commencement Date”), and shall continue until March 31, 2022 (“Term”). The Parties shall meet quarterly between the commencement date and March 31, 2022—but shall not meet less than two times during the initial pilot Term. The first meeting shall be no more than 30 days after this Agreement has been effectuated. The purpose of the meetings will be to review the initial partnership and address any areas of opportunity before the Parties enter any potential future agreements following the termination of this Agreement. If District and City agree in writing prior to the end of the Term, this Agreement may be renewed upon terms and conditions agreed to by the Parties. The License granted under this Agreement shall be deemed automatically revoked upon the expiration or earlier termination of this Agreement.

(b) This Agreement may be terminated by either Party at any time for cause. “Cause” shall consist of a breach of any material provision of this Agreement, and the failure of the breaching Party to cure the breach within fifteen (15) days of being notified of the breach (unless a different cure period is specifically required by the terms of this Agreement). Such a termination shall become effective immediately upon the expiration of the fifteen (15) day cure period, unless such cure is completed to the reasonable satisfaction of the non-breaching Party. If District terminates this Agreement for cause, then District may bring an action to recover from City any amount necessary to compensate District for all detriment caused by City’s failure to perform its obligations under this License. In the event of termination by District for cause, District shall be entitled to retain the entire amount of the License Fee paid pursuant to Section 1.4 hereof. District shall also have the right to terminate this Agreement at any time, without cause, by providing ninety (90) days’ advance written notice to the City.

(c) No later than the effective date of the expiration or earlier termination of this Agreement, the License shall terminate, and City shall cease to access and use the Premises and the affected portions of the Site, and City’s agents, officers, employees, volunteers, invitees, and independent contractors shall immediately vacate the Site. City shall leave the Premises in a clean condition, ordinary wear and tear excepted. City shall be responsible for the cost of any damage caused to the Premises and/or the affected portions of the Site as set forth herein.

(d) The remedies given to District in this Article or elsewhere in this Agreement shall not be exclusive but shall be in addition to all remedies now or hereafter available at law or in equity.

1.7 Liens and Claims. City shall promptly pay in full all costs associated with City’s use of the Premises, and any equipment, furnishings, furniture, trade fixtures or other items for the Premises that City shall cause to be delivered to the Premises and shall timely pay in full all persons who perform labor for the City’s use of the Premises. If any mechanics’ or materialmen’s liens or any other liens or claims for any work done or items furnished at City’s

request are filed against the Premises or the Site, City shall promptly remove the liens and claims at City's own expense. If City fails to remove the liens or claims and any judgment is entered thereon or thereunder, City shall pay that judgment. Should City fail, neglect, or refuse to remove any such liens or claims or to pay any judgment, District shall have the right to pay any amount required to release any such liens or claims, or to defend any actions brought on the liens or claims and to pay any judgment entered on the liens or claims, and City shall be liable to District for all costs, damages, reasonable attorneys' fees, and any amounts expended in defending any proceedings or in the payment of any of said liens or claims or any judgment obtained therefor. District may record, post, and maintain upon the facilities a notice of non-responsibility. City shall not encumber by any security instrument, all or a part of City's interest under this License or Agreement without the prior written consent of District, and upon such terms and conditions as District may require.

## ARTICLE II

### Restrictions and Conditions

2.1 Use. City shall be solely responsible for the cost of carrying out the Approved Use, and paying for its total cost.

2.2 AS IS Condition. Except as set forth in this Agreement, District makes no representations of any kind as to the conditions of, on or under the Premises or Site. District and City will inspect the Premises and the Site once current construction is complete and takes the Premises and the Site in their "as is" condition. District has no responsibility to make any modifications to the Premises or Site that may be required to prepare the Premises or Site for City to carry out the Approved Use. City will be responsible to address any damage to the Premises and the Site above and beyond general maintenance needs. Furthermore, District makes no representations or warranties regarding the fitness or suitability of the Premises or Site for City's intended use of same.

2.3 City Conduct.

(a) City shall act in a professional manner and shall not do or permit anything to be done on the Premises which would obstruct or interfere with the rights of anyone on the Site, or that would injure or annoy them.

(b) City shall not obstruct access to or passage across the Site.

(c) City shall not use or permit the Site, the Premises, or any portion thereof to be improved, used or occupied in any manner or for any purpose that is in any way in violation of any applicable law, ordinance, policy, or regulation of any Federal, State, County, or Local Government agency, body or entity, including the Sacramento City Unified School District. This includes no smoking or alcohol consumption in or on Site. City shall also not permit anything to be done in or about the Premises or the Site which will increase the existing rate of insurance upon the Premises or the Site, or cause the cancellation of any insurance policy covering the Premises or the Site, and City shall be responsible for paying any increase in insurance caused thereby.

(d) City, its agents, employees, invitees, volunteers and independent contractors shall observe and comply fully and faithfully with all rules and regulations (including all Board policies) (collectively, “Rules”) adopted by District for the care, protection, cleanliness and operation and use of the Premises and the Site, including any modification or addition to such Rules adopted by District, provided District shall give written notice thereof to City.

2.4 Alterations and Furnishings. No structures, improvements, alterations or facilities (collectively, “Alterations”) shall be placed, constructed, erected, altered, or made at the Premises or the Site without District’s prior written approval. Title to equipment, furniture, furnishings, trade fixtures and other items placed by City upon the Premises, shall become the property of District.

2.5 Compliance With Laws.

(a) City shall, at City’s own cost and expense, comply with all applicable statutes, ordinances, regulation, and requirements of all governmental entities, including federal, state, county or municipal, and whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. If any license, permit, or other governmental authorization is required for the lawful use or occupancy of the Site or any portion thereof (including the Premises) for the Approved Use, City shall procure and maintain at its sole cost any such license, permit or other governmental authorization prior to the commencement of the Approved Use and throughout the term of this Agreement. City shall indemnify, and hold District and the Premises and the Site, free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from City’s failure to comply with and perform the requirements of this Section, except to the extent that any such liability is caused by District or any person or entity under its explicit direction or control. Upon request, City shall provide copies of all licenses which District may require to verify that City is in compliance with the requirements of this Section.

(b) In addition to complying with any other District policies applicable to use of District property, City shall, at City’s own cost and expense, comply with all Rules and Regulations for Public Use of SCUSD Facilities as outlined on the second page of the District’s Civic Permit Form attached hereto and incorporated herein as Exhibit “B”. Additionally, City shall, at City’s own cost and expense, take all steps and actions necessary or required to comply with all current and future orders, laws and recommendations issued by any applicable government agency (including the California Department of Public Health, the California Department of Education, the Sacramento County Health Officer and the State or the Federal Government) related to COVID-19 that are applicable to the City’s use of the Premises. City, its employees, agents, representatives, or invitees shall comply with existing or future policies and practices adopted by the District related to preventing the spread of disease. This includes, without limitation, that the City agrees to practice the personal prevention measures pursuant to the mitigation requirements of the SCUSD Return to Health plan found on the District website here: <https://returntogether.scusd.edu/return-health>.

2.6 Assessments, Fees, Charges, and Utilities. District shall be responsible to set up and pay for all utility services provided to the Premises, including, but not limited to, gas,

electricity, heat, telephone, water, sewage, security, scavenger, and similar services used or consumed on the Premises. District shall not be liable in damages or otherwise for any interruption in the supply of any utility.

2.7 Maintenance; Repairs. District shall, at its own expense, keep the Premises in good repair and maintain them in a condition suitable for City's use. During City's use of the Premises, City shall maintain the Premises in a safe, clean, wholesome, and sanitary condition, to the complete satisfaction of District and in compliance with all applicable laws, and shall keep the Premises and the surrounding areas free and clear of rubbish and litter. City shall pay for any repairs to the Premises and the Site (more than ordinary wear and tear) arising from City's fault or the fault of any person or entity under its explicit direction or control within thirty (30) days of receipt from District of any invoice for the costs of the repairs.

The District shall invoice the City \$1,500 per month for the entire term of the Agreement in order to cover the costs associated with inspecting and ensuring the Premises is clean, safe, and ready to receive and educate students in compliance with federal, state, and local laws and guidelines, as well as the District's policies, guidelines, and practices.

2.8 Payments by District. Should City fail to pay any assessments, fees or other charges required to be paid by City, District may, without notice to or demand on City, pay, discharge, or adjust that assessment, bill, or other charge for the benefit of City. In that event, City shall promptly, on written demand of District, reimburse District for the full amount properly paid by District in paying, discharging, or adjusting that tax, assessment, bill or other charge, including but not limited to the cost of any late fees, penalties or other charges assessed and paid for by District resulting from City's untimely or incomplete payment.

2.9 Insurance.

(a) Coverage Required. Before the commencement of this Agreement and during the Term of this Agreement, City shall obtain and maintain, at its expense, with insurance companies acceptable to District, the following insurance policies covering the Premises and the Site:

(1) Commercial general liability insurance for bodily injury, personal injury and property damage and including products and completed operation and non-owned and hired automobile coverage, with liability limits of not less than \$1,000,000 combined single limit. Bodily injury shall not be less than \$1,000,000, combined single limit of \$1,000,000 per person and per accident. The policy shall provide coverage for broad form property damage not less than \$1,000,000 per loss. If the policy contains a General Aggregate, then the liability limit must be not less than \$2,000,000.

(2) Automobile liability insurance for bodily injury, personal injury and property damage for vehicles owned, non-owned, or hired, with policy limits or not less than \$1,000,000 combined single limit.

(b) Insurance Provisions.

(1) The policies described in Subsection (a) above shall: (i) name District as an

additional insured and be provided on an occurrence basis; (ii) state that such policy is primary, excess, and non-contributing with any other insurance carried by District; (iii) state that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than thirty (30) days written notice shall be given to District before the cancellation or reduction of coverage or amount of such policy.

(2) A certificate issued by the carrier of the policies described in Subsection (a) above shall be delivered to District prior to City's, its employees, volunteers and/or its independent contractors first entry onto the Site. Each such certificate shall set forth the limits, coverage, and other provisions required under this Section. A renewal certificate for each of the policies described above shall be delivered to District not less than thirty (30) days before the expiration of the term of such policy. Coverage shall be subject to District's approval and shall carry a rating of A:X or higher, unless otherwise agreed to in advance by District, and insurance company shall be admitted and licensed in California to transact insurance coverage and issue policies.

(3) The policy described in Subsection (a) above may be made part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required in this Section and does not reduce the coverage, impair District's rights under this Agreement, or negate or decrease City's obligations under this Agreement.

(4) City agrees that if City does not take out and maintain such insurance as required by this Section, then District may (but shall not be required to) procure said insurance on City's behalf and charge City the premiums, together with a 10% handling charge, payable upon demand.

(c) Worker's Compensation Insurance and Employer's Liability Insurance. Before the commencement of the Term, City shall provide a certificate(s) of insurance and endorsements on forms acceptable to District with full worker's compensation insurance coverage for no less than the statutory limits, and employer's liability insurance coverage with limits not less than \$1,000,000 for all persons whom it employs or may employ under this Agreement. This insurance shall be in strict accordance with the requirements of the most current and applicable State Worker's Compensation Insurance Laws. Such coverage shall remain in effect throughout the Term of this Agreement.

2.10 No Property Interest Created. The License and this Agreement do not create any interest for City in the Premises or the Site or any property owned or maintained by District, and is not coupled with any property interest or other interest. The License is personal to City and is not assignable without first obtaining District's consent, which consent may be withheld in District's sole discretion.

2.11 Safety. City shall be solely and completely responsible for conditions of the Premises when in use by City, including safety of all persons and property. City, its agents, employees, invitees, volunteers and independent contractors shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety. All materials, equipment, and supplies provided for the Premises shall fully conform to all applicable State, local and Federal safety laws, rules, regulations, and orders.

2.12 Indemnity By City. Except to the extent caused by the gross negligence or willful misconduct of District or any person or entity under its explicit direction or control, City shall indemnify and hold District, its officers, agents, employees, members of its Board of Trustees and the property of District, including but not limited to the Premises and the Site, free and harmless from any and all liability, claims, loss, damages, or expenses resulting from City's occupation and use of the Premises and Site, specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason of:

(a) The death or injury of any person, including any of City's employees, guests, invitees, or agents, from any cause whatsoever as a direct result of the City's use and/or occupancy of the Premises or Site while that person is in, on, or about the Premises or Site or in any way connected with the Premises or Site or with any of City's personal property on the Premises or Site;

(b) The death or injury of any person, including any of City's employees or agents, or by reason of the damage to or destruction of any property, including property owned by City or any person who is an employee or agent of City, caused or allegedly caused by either (1) any condition of the Premises or Site created by City or its employees or agents, or (2) any act or omission on the Premises or Site by City or any person in, on or about the Premises or Site with the permission and consent of City;

(c) The damage to or destruction of any property, including property owned by City or by any person who is an employee or agent of City, from any cause whatsoever as a direct result of the City's use and/or occupancy of the Premises or Site while that property is in, on or about the Premises or Site or in any way connected with the Premises or Site or with any of City's personal property on the Premises or Site;

(d) Any work performed on the Premises or Site or materials furnished to the Premises or Site at the instance or request of City or any person or entity acting for or on behalf of City; and

(e) City's failure to perform any provision of this License or to comply with any requirement of applicable law or any requirement imposed on City or the Premises by any duly authorized agency or political subdivision.

2.13 Entry by District. District reserves and shall at any and all reasonable times have the right to enter the Premises to inspect same, to determine whether City is complying with this Agreement, to supply any service to be provided by District to City hereunder, to use the Premises as desired by District, and to alter, improve, maintain or repair the Premises, in each case consistent with the terms of this Agreement. City waives any claim for damages for injury, inconvenience or interference with City's use, or any loss of occupancy or quiet enjoyment, caused by such entry, except to the extent caused by the gross negligence, recklessness or willful misconduct of District or any person or entity under its explicit direction or control.

2.14 Limitation of Liability. District's officers, agents, employees, and members of its Board of Trustees shall not be personally liable in any manner or to any extent under or in

connection with this Agreement. City and its successors and assigns hereby waive any and all such personal liability. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect, or incidental damages, including but not limited to lost profits in connection with this Agreement.

2.15 Surrender of Premises. On the last day of the term hereof, including any renewal term, or on sooner termination of this Agreement, City shall surrender to District the Premises and any then-existing improvements in good order, condition, and repair, reasonable wear and tear excepted, free and clear of all liens, claims, and encumbrances. Said condition shall be similar to that existing as of the Effective Date of this Agreement excepting normal wear and tear and any alterations or improvements approved by District subsequent to the Effective Date. City shall remove from the Premises all of City's personal property, trade fixtures, and any improvements made by City which City and District agree would be removed by City. All property not so removed shall be deemed abandoned by City. If the Premises are not so surrendered at the termination of this Agreement, City shall indemnify District against loss or liability resulting from delay by City in so surrendering the Premises.

### **ARTICLE III**

#### **General Terms and Provisions**

3.1 Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter dealt with in this Agreement and all understandings, oral or written, with respect to the subject matter of this Agreement are hereby superseded.

3.2 Amendment of Agreement. No modification of, deletion from, or addition to this Agreement shall be effective unless made in writing and executed by both District and City.

3.3 Waiver. The failure by either Party to enforce any term or provision of this Agreement shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either Party of any term or provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

3.4 Severability. If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

3.5 Force Majeure. Neither Party shall be liable for its failure to fulfill any term or condition of this Agreement if such fulfillment has been delayed, hindered or prevented by any event of force majeure. For the purposes of this Agreement, the term "force majeure" shall be



defined to mean strikes, lockouts, labor or industrial disputes, acts of nature, enemy or hostile government action, general emergency condition, civil commotion, fire, natural disaster, extreme weather conditions or other casualty or any other cause beyond the reasonable control of the Party.

3.6 Governing Law and Venue. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento.

3.7 Property Taxes. Notwithstanding anything contained herein to the contrary, in the event that City's possession and use of the Premises under this Agreement is determined to create a "possessory interest" in said Premises in City and City may be subject to the assessment of property taxes based upon such a possessory interest, then City shall be solely responsible for the timely payment of any and all such property taxes levied on such interest, including any penalties and interest in connection therewith.

3.8 Independent Contractor. City is an independent contractor, not an officer, employee or agent of District.

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

**District:**

Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824  
Attn: \_\_\_\_\_

**City:**

City of Sacramento

\_\_\_\_\_

Attn: \_\_\_\_\_

3.10 Signature In Counterparts. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute the same instrument. A copy, original or facsimile with all signatures appended together shall be deemed a fully executed Agreement.

3.11 Non-Discrimination. City expressly agrees that it will not discriminate in the employment of persons or in carrying out the Approved Use on the basis of any characteristic or

condition upon which discrimination is prohibited by state or federal law or regulation.

3.12 Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**DISTRICT:**

**CITY:**

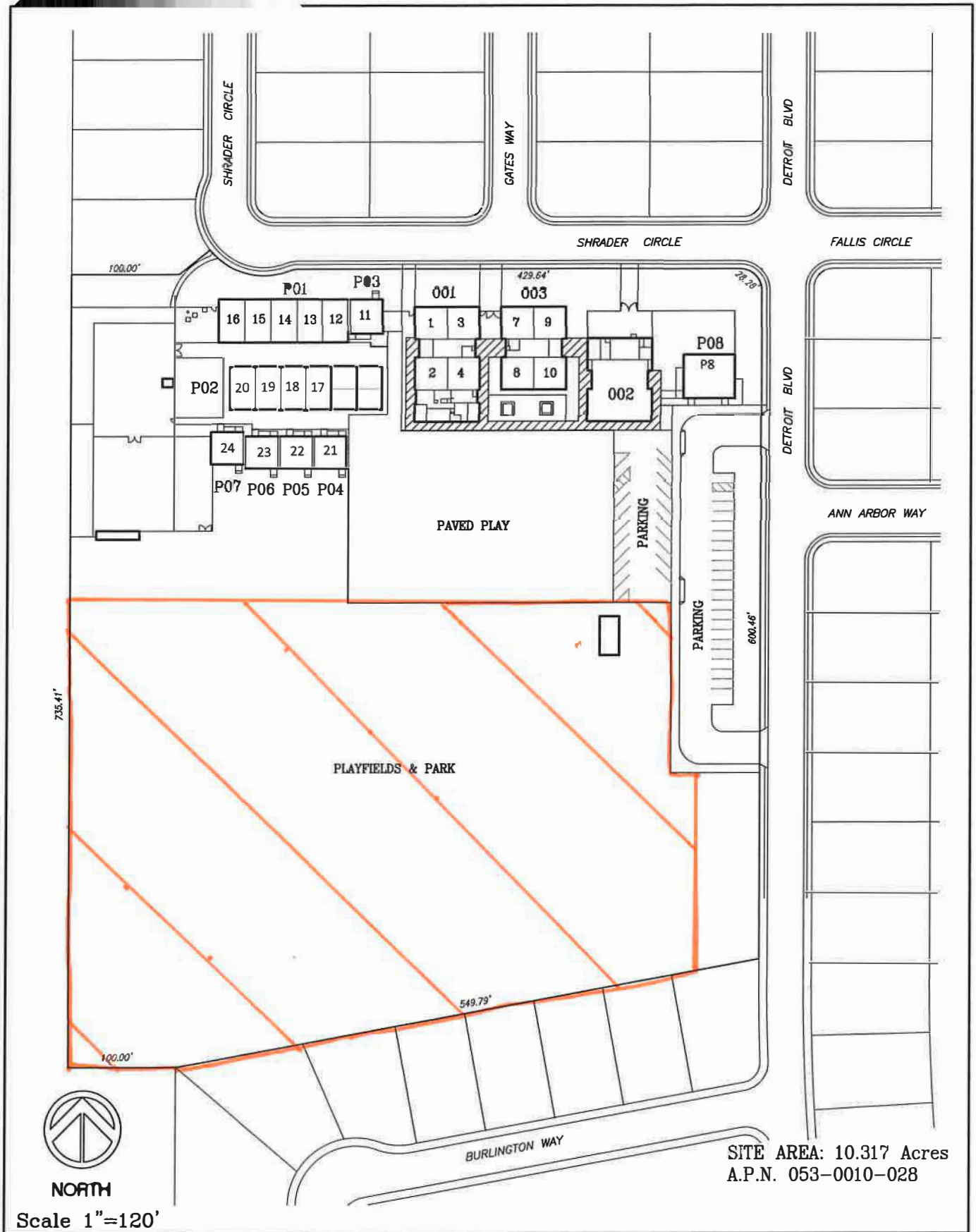
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit "A"**

DEPICTION OF PREMISES

**[TO BE INSERTED FOLLOWING THIS PAGE]**



Susan B. Anthony Elementary School (101)  
7864 Detroit Blvd.  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

**EXISTING SITE DIAGRAM**  
DECEMBER 2003

**Exhibit “B”**

**CIVIC PERMIT FORM**

**[TO BE INSERTED FOLLOWING THIS PAGE]**

**Sacramento City Unified School District**

Civic Center Permits Office / 5735 47th Avenue, Sacramento, CA 95824

[civicpermitoffice@scusd.edu](mailto:civicpermitoffice@scusd.edu)

Phone (916) 643-7435; Fax (916) 399-2014

APPLICATION FOR USE OF SCHOOL FACILITY

PAYMENT IN FULL, CERTIFICATE OF INSURANCE AND COMPLETED APPLICATION FORMS MUST BE RETURNED TO CIVIC CENTER PERMITS OFFICE **15 WORKING DAYS** PRIOR TO REQUESTED DATE.

**Fill in all non-shaded areas below and return to Civic Center Permits Office**

Organization/Agency Name: \_\_\_\_\_ Representative Name: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_ NonProfit ID: \_\_\_\_\_  
 Email Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

I am requesting a Community Use Website Log-In  
 By requesting a log-in, you will be approved as an "event coordinator" for the organization you are representing and will be financially responsible for all facility requests submitted using your log-in information. Do not share your log-in with others. If an organization has more than one person authorized to submit facility use requests, please have each authorized person request their own log-in for the same organization.  
 Each facility use request submitted online is automatically routed to the site for availability verification, and then routed to the Civic Permits Office to verify insurance, assess any facility rental and custodial fees, and provide final District approval. Upon final approval by the District, you will receive (via email) a copy of the permit and invoice (if applicable).  
 If you do not receive a copy of your permit at least 7 days prior to the event, please contact the Civic Permit Office at (916) 643-7435.

School Requested: \_\_\_\_\_  
 Facility/Room(s) Requested: \_\_\_\_\_  
 (Please List Each Room Desired)  
 Type of Activity or Meeting: \_\_\_\_\_  
 Donations Solicited?:  Yes  No Admission/Registration Fee Charged?:  Yes  No  
 Single Date Requested: \_\_\_\_\_ Start Time: \_\_\_\_\_ AM / PM End Time: \_\_\_\_\_ AM / PM  
 (Month/Day/Year)  
 Recurring Schedule: **(100 dates maximum)** Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_  
 (Month/Day/Year) (Month/Day/Year)  
 Start Time: \_\_\_\_\_ AM / PM End Time: \_\_\_\_\_ AM / PM  
 Weekly every #\_\_ week(s) on:  Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday  
 Monthly:  Day \_\_\_ of every \_\_\_ month(s)  1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, or Last of every \_\_\_ month(s)  
 (circle one)  
 Multiple Dates and Times: **(20 dates maximum)** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Special Set-Up Needs:  Kitchen  Theater Tech \_\_\_\_\_  
 (Example: Tables and chairs with presenter table at front of room)  
 Estimated Number Attending: Adult \_\_\_\_\_ Youth \_\_\_\_\_ See item 14 of rules and regulations for attendance above 250.

Applicant agrees to abide by Board of Education Policies and Regulations Governing the use of District Facilities, and conditions which may be imposed upon said permit by the Superintendent of the Sacramento City Unified School District or his/her designee. Once signed by applicant and approved by the District the official permit will be sent electronically. Applicant is required to provide the District 10 working days written notice of cancellation. Applicant understands that school activities may result in cancellation of permit. Applicant has read the Rules and Regulations for Public Use of SCUSD Facilities and fee schedule relating to the use of school facilities.  
 I accept responsibility for meeting all requirements stated therein and for paying all deposits and fees associated with the use of school facilities.  
 Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DISTRICT USE ONLY**

Community Use Setup Completed: \_\_\_\_\_ Permit # \_\_\_\_\_ Invoice # \_\_\_\_\_ **Custodial Verification of Hours**

New Organization  Insurance  Risk Mgmt Forms  Non-Profit Docs **Regular Hours:** \_\_\_\_\_

Existing Organization  Insurance  Risk Mgmt Forms **Overtime Hours:** \_\_\_\_\_

## **RULES AND REGULATIONS FOR PUBLIC USE OF SCUSD FACILITIES**

1. **INTENT:** The Governing Board has adopted a policy whereby its facilities and grounds may be used as a Civic Center in accordance with the provisions of Education Code Sections 40040-40046. The use of school facilities by groups listed in sections P-1220 – P-1226 shall conform with the purposes, restrictions and regulations as set forth in the education code. The Superintendent and/or designee will disapprove applications that do not conform to the provisions of the Civic Center Act of the Education Code and/or to District administrative regulations and liability restrictions.
2. **APPLICATION:** Applications for the use of facilities shall be filed with the clerk, Civic Center Permits Office. Following an investigation as to the eligibility of the group requesting the use, the availability of the desired facility, and the determination of the charge to be made, if any, a permit will be issued. The Civic Center Permits Office accepts applications daily (except weekends, vacations, and holidays) from 8:30 a.m. to 4:30 p.m. Requests for permits to use district facilities must be made to the Civic Center Permits Office 15 working days prior to but no more than five months in advance of the date(s) requested.
3. **HOURS:** School facilities shall be available for use as a civic center only during such hours as these facilities are not needed for school purposes. No permit that extends beyond midnight will be issued to any non-school group. Sunday and holiday permits shall be granted only upon the approval of the Superintendent or his designee.
4. **FACILITIES AVAILABLE FOR COMMUNITY USE:** Auditoriums, multi-use rooms, eating areas of school lunchrooms, little theaters, gymnasiums, cafeteria kitchens (restricted use-see P-1227), ball/playing fields and grounds, etc. shall be available for use by groups designated in Board Policy Sections P-1220 – P-1226. Use is confined to the area(s) named in the approved application, with appropriate corridor and restroom facilities. School Principals retain the right to move users to other similar spaces, if necessary. The District may exclude certain school facilities from non-school use for safety or security reasons.
5. **CATEGORIES OF USE:** Facility users may qualify for either Free Use, Expense Coverage Use, or Commercial Use in accordance with Education Code 40043 and Board Policy P-1220 – P-1226. Organization classification is determined by the Civic Center Permits Office. Fees will be assessed in accordance with the fee schedule. The fee schedule can be found at [www.scusd.edu](http://www.scusd.edu).
6. **DEPOSIT/REFUND POLICY:** Multiple Use Permits: Fee for first use must be paid at time of application; balance of uses will be invoiced monthly in advance. Single Use Permits: Total fees to be paid at time of application. Cancellations: Total fees will be refunded with at least one week's notice; 10% penalty for less than one week's notice.
7. **PROHIBITED ACTIVITIES:** The use of school grounds for the following activities are hereby prohibited: (a) Any use by any individual, society, group, or organization for the commission of any act intended to further any program or movement whose purpose is the overthrow of the government of the United States or of the state by force, violence or other unlawful means. (Education Code 38135) (b) Advertising on school grounds or in a school building by a permit holder; (c) The operation of any motor driven vehicle on school premises for purposes other than parking. This includes small powered carts, minibikes, and motorbikes; (d) Gas powered model airplanes or powered rockets; (e) Hitting golf balls on school premises; (f) Hardball baseball shall be authorized only on those school grounds where regulation baseball diamonds are provided; (g) Horseback riding on school premises; (h) Overnight usage of any district facilities for any purpose; (i) Yard sales (other than PTA); (j) Teen/social dances (other than school or PTA); (k) Fundraising campaigns, bingo, raffles, or games of chance (except as permitted by board policy or special board action); (l) indoor soccer practice or games; (m) Rap, rock, or pop concerts; (n) Baton twirling activities; (o) Private parties of any type, i.e., class reunions, birthday parties, wedding receptions, etc.
8. **RULES OF CONDUCT:** No person, organization, group or activity granted a permit for use of school facilities or grounds shall engage in the following: (a) Smoking in school buildings; (b) Consumption of alcoholic beverages; (c) Use of narcotics or drugs for purposes other than medical, and then only under the prescription of a duly licensed medical physician; (d) Fighting, quarreling, abusive language, or noise of any kind which may be offensive to other activities or the neighborhood; (e) Bring live animals, other than guide dogs, into classrooms or other interior spaces; (f) No materials are to be taped, tacked, stapled, glued or pinned to any surface unless designated for such purpose; (g) All users must provide their own supplies (i.e. easel, easel pad, marking pens, pencils, note paper, etc.) Violations of any of the conditions of this paragraph shall be ground for immediate revocation of the permit for use of such facilities. In the event of such revocation, all persons so affected shall immediately vacate the school facilities and permit holder will forfeit any fees paid.
9. **INSURANCE AND INDEMNIFICATION:** Eligible groups or organizations qualifying for free use of district facilities are required to meet the insurance requirements stipulated in the attached Insurance Agreement for Free of Charge Users (Insurance Form A). Eligible groups qualifying for fee use of district facilities are required to meet the insurance requirements stipulated in the attached insurance and Indemnification Agreement for Users for a Fee (Insurance Form B). Neither the District nor its staff shall be responsible for any items left behind on school premises. Nor shall the District or its staff assume any responsibility for liability in connection with the services provided under this policy or the facilities use agreement.
10. **SUPERVISION:** It is the duty of the custodian in charge to see that there are no violations on the part of any individual or group of these regulations. The custodian shall report all violations to the Civic Center Permits Office. Custodians are directed to refuse the use of school buildings without the presentation of a district approved permit. When the building or grounds are used by youth groups, the sponsoring organization must furnish an adult (21 years of age or older) to be in charge at each event. Custodial staff will make periodic inspections of facilities and will be available to clean spillage of food and beverages as necessary. Custodial staff will arrive thirty minutes prior to the scheduled start of the event, will remain for one-half hour after the scheduled start of the event, and will return one-half hour prior to the scheduled end of the event to clean and restock the facility as necessary.
11. **Restrooms:** Restroom access is required for all events. Appropriate restroom facilities will be provided with all indoor facility events. All field use events will be staffed with custodial service to provide access to restrooms or the person, organization or group granted a permit shall provide port-a-potty's at their expense. Permit holder will be responsible for any expenses related to clean up or vandalism of port-a-potty provided by permit holder.
12. **PROTECTION OF SCHOOL PROPERTY:** Groups misusing school facilities or violating rules and regulations and provisions of permits may have their permit revoked, not subject to renewal, and previous offenders may not receive permits. School property shall be protected from any damage or mistreatment, and applicants shall be responsible for the condition in which they leave school buildings. Any breakage, damage, or loss of district property shall be paid for by the organization making the application. Costs shall be established by the Facilities Services Division in cooperation with the school principal and the Civic Center Permits office, and an invoice shall be submitted to the permit holder. Failure to pay promptly for such damage shall be grounds for refusal of future applications and may result in legal proceedings in accordance with administrative regulations. The district reserves the right to revoke or refuse to renew permits to those who violate rules and regulations and provisions of the permit.
13. **PERFORMANCES AND OTHER ENTERTAINMENTS:** For commercial use of a school auditorium, the maximum time to be granted per permit shall be eight (8) hours under the fee policy for setting up, practice, performance, striking and removal of equipment and personnel. However, if more than one performance is given, a separate charge shall be made for each performance. If more than the eight (8) hours are required, either in advance or after the commercial use, there shall be an added charge of ten per cent (10%) of the basic fee for each additional hour of use. (This is interpreted to mean eight consecutive hours of performance). No merchandise can be given away as a result of a donation or the sale of any admission ticket to any entertainment or event held in a school facility (this does not apply to door prizes that are donated to a youth group and are awarded by this group at any event where no tickets are sold and no advertising is given to the donor).
14. **SECURITY:** Community permit holders must provide a California licensed, bonded security guard for events and activities for each increment of 250 or more participants and/or spectators; i.e., 250-500 – one security guard, 500-750 – two security guards, etc. Such guards must be present for the duration of the event or activity, plus one-half hour before and after the event or activity. There may be some activities which may, at the discretion of the district, require additional guards.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1

**Meeting Date:** September 16, 2021

**Subject:** Business and Financial Information

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

**Division:** Business Services

**Recommendation:** Receive business and financial information.

**Background/Rationale:**

- Purchase Order Board Report for the Period of July 15, 2021 through August 14, 2021
- Enrollment and Attendance Report for Month 9, Ending Friday, May 21, 2021
- Enrollment and Attendance Report for Month 10, Ending Friday, June 18, 2021

**Financial Considerations:** Reflects standard business information.

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

**Documents Attached:**

1. Purchase Order Board Report for the Period of July 15, 2021 through August 14, 2021
2. Enrollment and Attendance Report for Month 9, Ending Friday, May 21, 2021
3. Enrollment and Attendance Report for Month 10, Ending Friday, June 18, 2021

<p><b>Estimated Time:</b> N/A <b>Submitted by:</b> Rose Ramos, Chief Business and Operations Officer <b>Approved by:</b> Jorge A. Aguilar, Superintendent</p>
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## Includes Purchase Orders dated 07/15/2021 - 08/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B22-00243	GRAINGER INC ACCOUNT #80927635 5	MATERIALS AS NEEDED FOR CARPENTRY/ROOFING SHOP	FACILITIES MAINTENANCE	01	2,500.00
B22-00244	ONETO METAL PRODUCTS CORP	MATERIALS AS NEEDED FOR CARPENTRY/ROOFING SHOP	FACILITIES MAINTENANCE	01	1,000.00
B22-00245	PACIFIC SUPPLY INC	MATERIALS AS NEEDED FOR CARPENTRY/ROOFING SHOP	FACILITIES MAINTENANCE	01	1,000.00
B22-00246	AMERICAN TIME & SIGNAL CO	CLOCK SUPPLIES FOR ELECTRICAL SHOP 2021-2022 SY	FACILITIES MAINTENANCE	01	1,000.00
B22-00247	VIKING SHRED LLC	CONFIDENTIAL RECORDS SHREDDING	WILLIAM LAND ELEMENTARY	01	260.00
B22-00248	RALEY'S BEL AIR NOB HILL FOODS	TO PURCHASE FORMULA FOR INFANT & TODDLER PROGRAM	NUTRITION SERVICES DEPARTMENT	13	3,500.00
B22-00249	THE TONY ROBERTS CO	TO PURCHASE BREAKFAST TOAST FOR SY 2021-2022	NUTRITION SERVICES DEPARTMENT	13	75,465.00
B22-00250	SA PIAZZA & ASSOC LLC	TO PURCHASE CHEESE BITES & POCKETS FOR SY 2021-22	NUTRITION SERVICES DEPARTMENT	13	372,853.20
B22-00251	DEL PASO PIPE & STEEL	MATERIALS AS NEEDED FOR CARPENTRY/ROOFING SHOP	FACILITIES MAINTENANCE	01	5,000.00
B22-00252	GARCIA SHEETMETAL CORP	MATERIALS AS NEEDED FOR CARPENTRY/ROOFING SHOP	FACILITIES MAINTENANCE	01	5,000.00
B22-00253	SLAKEY BROS INC	MATERIALS AS NEEDED FOR CARPENTRY SHOP	FACILITIES MAINTENANCE	01	1,000.00
B22-00254	CALIFORNIA QUALITY PLASTICS	ELECTRICAL SUPPLIES/MATERIALS 2021-22 SCHOOL YEAR	FACILITIES MAINTENANCE	01	9,000.00
B22-00255	CELL ENERGY INC.	BATTERIES FOR EMERGENCY LIGHTS	FACILITIES MAINTENANCE	01	2,500.00
B22-00256	CENTRAL VALLEY ELECTRIC SUPPLY	ELECTRICAL SUPPLIES FOR ELECTRICAL SHOP	FACILITIES MAINTENANCE	01	4,000.00
B22-00257	GRAINGER INC ACCOUNT #80927635 5	ELECTRICAL MATERIALS FOR 2021-2022 SCHL YR	FACILITIES MAINTENANCE	01	10,000.00
B22-00258	HEROLD & MIELENZ INC	MATERIALS FOR ELECTRIC SHOP 2021-2022	FACILITIES MAINTENANCE	01	2,500.00
B22-00259	HI LINE ELECTRIC CO ATTENTION: ROSS / RANDY	ELECTRICAL MATERIALS NEEDED FOR 2021-2022	FACILITIES MAINTENANCE	01	25,000.00
B22-00260	PLATT ELECTRIC SUPPLY	ELECTRIC SUPPLIES AS NEEDED 2021-2022 SCHOOL YEAR	FACILITIES MAINTENANCE	01	30,000.00
B22-00261	SUPPLY WORKS	ELECTRICAL SUPPLIES FOR ELECTRICAL SHOP 2021-2022	FACILITIES MAINTENANCE	01	2,000.00
B22-00262	APPLIED INDUSTRIAL TECH	MATERIALS/SUPPLIES FOR LABOR SHOP	FACILITIES MAINTENANCE	01	500.00
B22-00263	BAR HEIN CO	LABOR SHOP SUPPLIES BAR-HEIN COMPANY 113028	FACILITIES MAINTENANCE	01	42,000.00
B22-00264	BLISS POWER LAWN EQUIPMENT	SUPPLIES FOR LABOR SHOP POWER LAWN EQUIPMENT	FACILITIES MAINTENANCE	01	500.00

\*\*\* See the last page for criteria limiting the report detail.

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## Includes Purchase Orders dated 07/15/2021 - 08/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B22-00265	CAPITAL RUBBER CO	CAPITAL RUBBER COMPANY FOR SUPPLIES AS NEEDED	FACILITIES MAINTENANCE	01	2,000.00
B22-00266	CAPITOL CLUTCH & BRAKE INC	CAPITOL CLUTCH & BRAKE SUPPLIES AS NEEDED	FACILITIES MAINTENANCE	01	700.00
B22-00267	NUTRIEN AG SOLUTIONS INC	MATERIALS/SUPPLIES FOR LABOR SHOP	FACILITIES MAINTENANCE	01	2,000.00
B22-00268	D & S PRODUCTS CO	D&S PRODUCTS AND SUPPLIES AS NEEDED	FACILITIES MAINTENANCE	01	500.00
B22-00269	GRAINGER INC ACCOUNT #80927635 5	LABOR SHOP SUPPLIES	FACILITIES MAINTENANCE	01	9,000.00
B22-00270	HASTIE'S CAPITOL SAND & GRAVEL	LABORER SHOP SUPPLIES FOR WORK ORDERS	FACILITIES MAINTENANCE	01	2,000.00
B22-00271	HORIZON	HORIZON/AUTOMATIC RAIN-LABOR SHOP SUPPLIES	FACILITIES MAINTENANCE	01	10,000.00
B22-00272	NAPA AUTO PARTS	MATERIALS/SUPPLIES FOR LABOR SHOP	FACILITIES MAINTENANCE	01	11,000.00
B22-00273	TURF STAR	MOWER EQUIPMENT SUPPLIES FOR LABOR SHOP	FACILITIES MAINTENANCE	01	25,000.00
B22-00274	KELLY MOORE PAINT COMPANY INC	PAINT SUPPLIES AS NEEDED	FACILITIES MAINTENANCE	01	3,500.00
B22-00275	PACIFIC WEST SIGNS	MATERIALS/SUPPLIES FOR SIGN SHOP (PAINTERS)	FACILITIES MAINTENANCE	01	500.00
B22-00276	JET MULCH INC	FIBAR PLAYGROUND SUPPLIES FOR LABOR SHOP	FACILITIES MAINTENANCE	01	5,000.00
B22-00277	THE HOME DEPOT PRO	LABOR SHOP SUPPLIES 2021-2022 SY	FACILITIES MAINTENANCE	01	2,000.00
B22-00278	AIR FILTER SUPPLY	AIR FILTER SUPPLIES AS NEEDED 2020-2021	FACILITIES MAINTENANCE	01	5,000.00
B22-00279	DMG NORTH INC	HVAC SUPPLIES NEEDED FOR 2021-2022 SCHOOL YEAR	FACILITIES MAINTENANCE	01	15,000.00
B22-00280	HI LINE ELECTRIC CO ATTENTION: ROSS / RANDY	HVAC MATERIALS NEEDED FOR 2021-2022 SY	FACILITIES MAINTENANCE	01	500.00
B22-00281	LENNOX INDUSTRIES INC	HVAC SUPPLIES NEEDED FOR 2021-2022 SCHOOL YEAR	FACILITIES MAINTENANCE	01	6,000.00
B22-00282	PACE SUPPLY	MATERIALS AS NEEDED FOR HVAC SHOP 2021-2022 SY	FACILITIES MAINTENANCE	01	500.00
B22-00283	SKASOL INC	HVAC MATERIALS/SUPPLIES FOR 2021-2022 SCHOOL YEAR	FACILITIES MAINTENANCE	01	5,000.00
B22-00284	SLAKEY BROS INC	HVAC SUPPLIES NEEDED FOR 2021-2022 SCHOOL YEAR	FACILITIES MAINTENANCE	01	1,500.00
B22-00285	HOME DEPOT SUPPLYWORKS	SUPPLIES NEEDED FOR HVAC SHIOP 2021-2022 SY	FACILITIES MAINTENANCE	01	1,500.00
B22-00286	WHOLESALE OUTLET	HVAC SUPPLIES NEEDED FOR 2021-2022 SCHOOL YEAR	FACILITIES MAINTENANCE	01	1,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B22-00287	GRAVOTECH INC	PAINT SUPPLIES FOR PAINT SHOP 2021-22	FACILITIES MAINTENANCE	01	5,000.00
B22-00288	NATIONAL ANALYTICAL LAB INC	SAMPLE TESTS FOR ASBESTOS SHOP 2021-2022	FACILITIES MAINTENANCE	01	3,500.00
B22-00289	ADI	MATERIALS AS NEEDED FOR ELECTRONICS SHOP	FACILITIES MAINTENANCE	01	20,000.00
B22-00290	BATTERY SYSTEMS #07	BATTERIES AS NEEDED FOR ELECTRONICS SHOP	FACILITIES MAINTENANCE	01	500.00
B22-00291	CELL ENERGY INC	BATTERIES AS NEEDED FOR ELECTRONICS SHOP	FACILITIES MAINTENANCE	01	4,500.00
B22-00292	GRAYBAR ELECTRIC COMPANY INC	MATERIALS AS NEEDED FOR ELECTRONICS SHOP	FACILITIES MAINTENANCE	01	1,500.00
B22-00293	NATIONAL TIME & SIGNAL CORP	MATERIALS AS NEEDED FOR ELECTRONICS SHOP	FACILITIES MAINTENANCE	01	1,500.00
B22-00294	GRAINGER INC	COVID-19 Signage (Not Custom)	RISK MANAGEMENT	01	80,000.00
B22-00295	ACTION RENTALS LDJ INC	EQUIPMENT RENTALS FOR PLUMBING SHOP	FACILITIES MAINTENANCE	01	1,000.00
B22-00296	CAPITAL RUBBER CO	MATERIALS & SUPPLIES AS NEEDED FOR PLUMBING SHOP	FACILITIES MAINTENANCE	01	1,000.00
B22-00297	COMMERCIAL PUMP SERVICE INC	SERVICE AS NEEDED FOR PLUMBING SHOP	FACILITIES MAINTENANCE	01	500.00
B22-00298	HORIZON	MATERIALS AS NEEDED FOR PLUMBING SHOP	FACILITIES MAINTENANCE	01	1,000.00
B22-00299	SLAKEY BROS INC	MATERIALS & SUPPLIES AS NEEDED FOR PLUMBING SHOP	FACILITIES MAINTENANCE	01	500.00
B22-00300	DM FIGLEY CO INC	GLAZING MATERIALS AS NEEDED FOR REPAIRS 2021-22	FACILITIES MAINTENANCE	01	1,500.00
B22-00301	GRAINGER INC ACCOUNT #80927635 5	SUPPLIES FOR GLAZING SHOP 2021-22 SCHOOL YEAR	FACILITIES MAINTENANCE	01	3,000.00
B22-00302	INTERSTATE PLASTICS	MATERIALS/SUPPLIES FOR GLAZING SHOP 2021-2022	FACILITIES MAINTENANCE	01	4,000.00
B22-00303	KEYSTON BROS DISTRIBUTORS INC	MATERIALS/SUPPLIES FOR GLAZING SHOP 2021-22	FACILITIES MAINTENANCE	01	1,500.00
B22-00304	Rollac Shutter of Texas Inc.	MATERIALS/SUPPLIES FOR GLAZING SHOP 2021-22	FACILITIES MAINTENANCE	01	2,500.00
B22-00305	Reflect Holdings LTD	MATERIALS/SUPPLIES FOR GLAZING SHOP 2021-22	FACILITIES MAINTENANCE	01	2,500.00
B22-00306	SIERRA WINDOW COVERINGS INC	MATERIALS/SUPPLIES FOR GLAZING SHOP 2021-22	FACILITIES MAINTENANCE	01	1,000.00
B22-00307	CAMCO WINDING & SALES INC dba CULVER	CULVER ARMATURE FOR ELECTRICAL SUPPLIES 2021-2022	FACILITIES MAINTENANCE	01	6,000.00
B22-00308	A TEICHERT & SON, INC.	TEICHERT AGGREGATES-LABOR SHOP SUPPLIES	FACILITIES MAINTENANCE	01	700.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B22-00309	APPLIED LANDSCAPE MAT INC	PLAYGROUND FIBER/BARK FOR SITES AS NEEDED	FACILITIES MAINTENANCE	01	10,000.00
B22-00310	CITRUS HEIGHTS SAW & MOWER	LABOR SHOP SUPPLIES/MATERIALS AS NEEDED	FACILITIES MAINTENANCE	01	1,000.00
B22-00311	CROMER EQUIPMENT	MATERIALS/SUPPLIES FOR LABOR SHOP	FACILITIES MAINTENANCE	01	300.00
B22-00312	GREEN ACRES NURSERY AND SUPPLY	GREEN ACRES-MATERIALS FOR LABOR SHOP	FACILITIES MAINTENANCE	01	1,000.00
B22-00313	NOBILE SAW WORKS	LABOR SHOP SUPPLIES	FACILITIES MAINTENANCE	01	500.00
B22-00314	PAPE MATERIAL HANDLING BOBCAT WEST	MOWER EQUIPMENT SUPPLIES FOR LABOR SHOP	FACILITIES MAINTENANCE	01	1,000.00
B22-00315	SACRAMENTO FOR TRACTOR INC	SACRAMENTO FOR TRACTOR-LABOR SHOP SUPPLIES	FACILITIES MAINTENANCE	01	2,000.00
B22-00316	VALLEY TRUCK & TRACTOR CO	VALLEY TRUCK & TRACTOR CO LABOR SHOP SUPPLIES	FACILITIES MAINTENANCE	01	10,000.00
B22-00317	DUNN EDWARDS PAINTS	MATERIALS/SUPPLIES FOR PAINT SHOP	FACILITIES MAINTENANCE	01	10,000.00
B22-00318	MORGAN-NELS INDUSTRIAL SUPPLY	MATERIALS/SUPPLIES FOR PAINT/ASBESTOS SHOP	FACILITIES MAINTENANCE	01	1,000.00
B22-00319	NGS HOLDINGS, INC	MATERIALS/SUPPLIES FOR SIGN SHOP (PAINTERS)	FACILITIES MAINTENANCE	01	10,000.00
B22-00320	NTS MIKEDON LLC	MATERIALS/SUPPLIES FOR PAINT SHOP	FACILITIES MAINTENANCE	01	1,500.00
B22-00321	PPG ARCHITECTURAL	MATERIALS/SUPPLIES FOR PAINT SHOP	FACILITIES MAINTENANCE	01	3,500.00
B22-00322	SHERWIN WILLIAMS CO	MATERIALS/SUPPLIES FOR PAINT SHOP	FACILITIES MAINTENANCE	01	5,000.00
B22-00323	UNIVERSITY ART CENTER	MATERIALS/SUPPLIES FOR PAINT SHOP	FACILITIES MAINTENANCE	01	1,400.00
B22-00324	VISTA PAINT CORPORATION	MATERIALS/SUPPLIES FOR PAINT SHOP	FACILITIES MAINTENANCE	01	5,000.00
B22-00325	WAREHOUSE PAINT, INC.	MATERIALS/SUPPLIES FOR PAINT SHOP	FACILITIES MAINTENANCE	01	1,500.00
B22-00326	INDUSTRIAL CONTAINER SERVICES	CONTAINERS/SUPPLIES FOR HAZARDOUS WASTE	FACILITIES MAINTENANCE	01	1,000.00
B22-00327	NEW HOME BUILDING SUPPLY INC	LABOR SHOP SUPPLIES FOR REPAIRS	FACILITIES MAINTENANCE	01	5,000.00
B22-00328	Asset Technologies, LLC	SUPPLIES FOR HVAC 2021-2022 SCHOOL YEAR	FACILITIES MAINTENANCE	01	2,500.00
B22-00329	JOHNSTONE SUPPLY INC	HVAC SUPPLIES NEEDED FOR 2021-2022 SCHOOL YEAR	FACILITIES MAINTENANCE	01	9,000.00
B22-00330	MSI- MECHANICAL SYSTEMS	HVAC REPAIRS NEEDED FOR 2021-2022 SCHOOL YEAR	FACILITIES MAINTENANCE	01	500.00
B22-00331	NORMAN WRIGHT MECHANICAL EQUIP	HVAC SUPPLIES NEEDED FOR 2021-2022 SCHOOL YEAR	FACILITIES MAINTENANCE	01	6,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B22-00332	REFRIGERATION SUPPLIES DIST IN	HVAC SUPPLIES NEEDED FOR 2021-2022 SCHOOL YEAR	FACILITIES MAINTENANCE	01	20,000.00
B22-00333	SIGLER WHOLESALER	HVAC SUPPLIES NEEDED FOR 2021-2022 SCHOOL YEAR	FACILITIES MAINTENANCE	01	12,000.00
B22-00334	TRANE PARTS CENTER	HVAC SUPPLIES NEEDED FOR 2021-2022 SCHOOL YEAR	FACILITIES MAINTENANCE	01	8,000.00
B22-00335	US AIR CONDITIONING DISTRIBUTOR S LLC	HVAC SUPPLIES FOR 2021-2022 SCHOOL YEAR	FACILITIES MAINTENANCE	01	3,500.00
B22-00336	WESTERN PACIFIC DISTRIBUTORS	HVAC SUPPLIES NEEDED FOR 2021-2022 SCHOOL YEAR	FACILITIES MAINTENANCE	01	500.00
B22-00337	REGASGROUP INC	PAINT/ASBESTOS SHOP SUPPLIES 2021-2022	FACILITIES MAINTENANCE	01	1,000.00
B22-00338	WINDY CITY WIRE CABLE & TECH	MATERIALS AS NEEDED FOR ELECTRONICS SHOP	FACILITIES MAINTENANCE	01	1,000.00
B22-00339	HALO BRANDED SOLUTIONS INC	Blanket PO for COVID PPE Supplies for Schools	RISK MANAGEMENT	01	120,000.00
B22-00340	PAYCHEX OF NEW YORK LLC	COVID Testing	RISK MANAGEMENT	01	10,000.00
B22-00341	AFFORDABLE TRENCHLESS & PIPE L INING	TRENCHING SERVICE AS NEEDED FOR PLUMBING SHOP	FACILITIES MAINTENANCE	01	1,000.00
B22-00342	BACKFLOW DISTRIBUTORS INC	MATERIALS AS NEEDED FOR PLUMBING SHOP	FACILITIES MAINTENANCE	01	500.00
B22-00343	CHEM QUIP	MATERIALS AS NEEDED FOR PLUMBING SHOP	FACILITIES MAINTENANCE	01	3,000.00
B22-00344	CAMCO WINDING & SALES INC dba CULVER ARMATURE & MOTOR	MATERIALS & SERVICE AS NEEDED FOR PLUMBING SHOP	FACILITIES MAINTENANCE	01	4,000.00
B22-00345	CURT'S PUMPING & SEPTIC	PUMP & SEPTIC SERVICE AS NEEDED FOR PLUMBING SHOP	FACILITIES MAINTENANCE	01	1,500.00
B22-00346	CUSTOM PUMP & POWER INC	MATERIALS & SERVICE AS NEEDED FOR PLUMBING SHOP	FACILITIES MAINTENANCE	01	1,000.00
B22-00347	FERGUSON ENTERPRISES INC DBA GROENIGER & CO	MATERIALS & SUPPLIES AS NEEDED FOR PLUMBING SHOP	FACILITIES MAINTENANCE	01	1,000.00
B22-00348	PROFESSIONAL PLASTICS	MATERIALS/SUPPLIES FOR GLAZING SHOP 2021-22	FACILITIES MAINTENANCE	01	4,000.00
B22-00349	FASTENAL COMPANY ATTN : JASON IGARTA	MATERIALS/SUPPLIES FOR HVAC SHOP 2021-2022	FACILITIES MAINTENANCE	01	1,000.00
B22-00350	AMERIGAS	PROPANE AS NEEDED FOR FACILITIES EQUIPMENT	FACILITIES MAINTENANCE	01	500.00
B22-00351	T-MOBILE USA INC	SPRINT ACCT 669188818 CELLULAR SERVICES	TECHNOLOGY SERVICES	01	50,000.00

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## Includes Purchase Orders dated 07/15/2021 - 08/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B22-00352	GRAINGER INC ACCOUNT #80927635 5	SUPPLIES FOR ASBESTOS SHOP	FACILITIES MAINTENANCE	01	8,000.00
B22-00353	GEARY PACIFIC CORP	HVAC SUPPLIES AS NEEDED 2021-2022 SCHOOL YEAR	FACILITIES MAINTENANCE	01	5,000.00
B22-00354	GRAINGER INC ACCOUNT #80927635 5	HVAC SUPPLIES NEEDED FOR 2021-2022 SCHOOL YEAR	FACILITIES MAINTENANCE	01	5,000.00
B22-00355	ANIXTER INC	MATERIALS/SUPPLIES FOR LOCKSMITH SHOP	FACILITIES MAINTENANCE	01	20,000.00
B22-00356	PLATT ELECTRIC SUPPLY	MATERIALS AS NEEDED FOR ELECTRONICS SHOP	FACILITIES MAINTENANCE	01	5,000.00
B22-00357	SYSTEMS TECH, INC.	FIRE ALARM INSPECTIONS SERVICE FEES	FACILITIES MAINTENANCE	01	55,000.00
B22-00358	AVF SYSTEMS INC	MATERIALS/SUPPLIES FOR LOCKSMITH SHOP 2021-22	FACILITIES MAINTENANCE	01	20,700.00
B22-00359	Total Monitoring Services Inc	ANSWERING MONITOR SERVICE FOR INTRUSION ALARMS	FACILITIES MAINTENANCE	01	18,000.00
B22-00360	AVF SYSTEMS INC	ANSWERING MONITOR SERVICE FOR FIRE ALARMS	FACILITIES MAINTENANCE	01	12,000.00
B22-00361	GRAINGER INC ACCOUNT #80927635 5	MATERIALS & SUPPLIES AS NEEDED FOR PLUMBING SHOP	FACILITIES MAINTENANCE	01	5,000.00
B22-00362	LINCOLN AQUATICS	MATERIALS & SUPPLIES AS NEEDED FOR PLUMBING SHOP	FACILITIES MAINTENANCE	01	14,500.00
B22-00363	PACE SUPPLY	MATERIALS AS NEEDED FOR PLUMBING SHOP	FACILITIES MAINTENANCE	01	7,500.00
B22-00364	C. R. LAURENCE CO.	GLAZING MATERIALS FOR REPAIRS	FACILITIES MAINTENANCE	01	18,000.00
B22-00365	PACIFIC FLOORING SUPPLY INC	MATERIALS/SUPPLIES FOR GLAZING SHOP 2021-22	FACILITIES MAINTENANCE	01	10,000.00
B22-00367	BZ SERVICE STATION MAINTENANCE	INSPECTIONS FOR FACILITIES VEHICLES	FACILITIES MAINTENANCE	01	5,000.00
B22-00368	CELL ENERGY INC.	BATTERIES AS NEEDED FOR FACILITIES EQUIPMENT	FACILITIES MAINTENANCE	01	5,000.00
B22-00369	ALLIED PROPANE SERVICES INC.	PROPANE AS NEEDED FOR FACILITIES EQUIPMENT	FACILITIES MAINTENANCE	01	1,500.00
B22-00370	HUNT & SONS INC	OIL AS NEEDED FOR MAINTENANCE VEHICLES	FACILITIES MAINTENANCE	01	500.00
B22-00371	LUBE XPRESS & SMOG	SERVICE FOR MAINTENANCE VEHICLES	FACILITIES MAINTENANCE	01	2,500.00
B22-00372	NAPA AUTO PARTS	MTRL'S & SUPPLIES AS NEEDED FOR FACILITIES REPAIRS	FACILITIES MAINTENANCE	01	1,500.00
B22-00373	SAFETY KLEEN CORP	SOLVENT CLEANING SVC FOR FACILITIES	FACILITIES MAINTENANCE	01	1,000.00
B22-00374	UNIVAR	PESTICIDE SUPPLIES FOR PEST CONTROL SHOP	FACILITIES MAINTENANCE	01	15,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B22-00375	HUNTERS SERVICES	TREATMENT AND ELIMINATION OF UNDERGROUND PESTS	FACILITIES MAINTENANCE	01	12,000.00
B22-00376	AMERICAN REFRIGERATION SUPPLY ACCT #172405	HVAC SUPPLIES NEEDED FOR 2021-2022 SCHOOL YEAR	FACILITIES MAINTENANCE	01	8,000.00
B22-00377	CAMCO WINDING & SALES INC dba CULVER ARMATURE & MOTOR	HVAC SUPPLIES AS NEEDED 2021-2022 SCHOOL YEAR	FACILITIES MAINTENANCE	01	20,000.00
B22-00378	JOHNSON CONTROLS INC.	HVAC SUPPLIES NEEDED FOR 2021-2022 SCHOOL YEAR	FACILITIES MAINTENANCE	01	5,000.00
B22-00379	BACKFLOW TECHNOLOGIES	MATERIALS AS NEEDED FOR PLUMBING SHOP	FACILITIES MAINTENANCE	01	7,000.00
B22-00380	HEIECK SUPPLY INC	MATERIALS & SUPPLIES AS NEEDED FOR PLUMBING SHOP	FACILITIES MAINTENANCE	01	12,000.00
B22-00381	NORCAL ROTOCO INC ROTO ROOTER PLUMBERS	PLUMBING SERVICE AS NEEDED FOR PLUMBING SHOP	FACILITIES MAINTENANCE	01	6,000.00
B22-00382	SITE ONE LANDSCAPE SUPPLY	MATERIALS & SUPPLIE AS NEEDED FOR PLUMBING SHOP	FACILITIES MAINTENANCE	01	7,500.00
B22-00383	CENTRAL VALLEY GLASS & SCREEN	MATERIALS/SUPPLIES FOR GLAZING SHOP	FACILITIES MAINTENANCE	01	18,000.00
B22-00384	DFS Flooring LP	FLOORING SUPPLIES FOR SCHOOL YEAR 2021-22	FACILITIES MAINTENANCE	01	30,000.00
B22-00385	United California Glass & Door	SERVICE AND REPAIRS TO KITCHEN ROLL UP DOORS	FACILITIES MAINTENANCE	01	11,000.00
B22-00386	DIABLO BOILER & STEAM INC	HVAC REPAIRS NEEDED FOR 2021-2022 SCHOOL YEAR	FACILITIES MAINTENANCE	01	10,000.00
B22-00387	MOHAWK CARPET DISTRIBUTION	FLOORING SUPPLIES FOR SCHOOL YEAR 2021-22	FACILITIES MAINTENANCE	01	20,000.00
B22-00388	MORGAN-NELS INDUSTRIAL SUPPLY	SUPPLIES FOR GLAZING SHOP 2021-22 SCHOOL YEAR	FACILITIES MAINTENANCE	01	5,000.00
B22-00389	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES FOR FACILITIES	FACILITIES MAINTENANCE	01	4,000.00
B22-00390	COLLEGE OAK TOWING	TOWING SERVICES FOR MAINTENANCE VEHICLES	FACILITIES MAINTENANCE	01	750.00
B22-00391	EAGLE TOWING INC	TOWING SERVICES FOR MAINTENANCE VEHICLES	FACILITIES MAINTENANCE	01	3,500.00
B22-00392	HARROLD FORD INC	SERVICE AND PARTS AS NEEDED FOR MAINTENANCE	FACILITIES MAINTENANCE	01	3,500.00
B22-00393	KAMPS PROPANE INC	PROPANE SERVICE AS NEEDED FOR MAINTENANCE VEHICLES	FACILITIES MAINTENANCE	01	3,200.00
B22-00394	QUALITY TUNE UP #40	VEHICLE SMOG SERVICE FOR MAINTENANCE	FACILITIES MAINTENANCE	01	500.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B22-00395	SCRUB BOYS	VEHICLE WASHES AS NEEDED FOR MAINTENANCE	FACILITIES MAINTENANCE	01	1,500.00
B22-00398	MicroTest Laboratories, Inc.	ASBESTOS TESTING SERVICE	FACILITIES MAINTENANCE	01	1,000.00
B22-00399	TASTY BRANDS LLC	FOR LUNCH KITS & READY-MADE SANDWICHES SUMMER	NUTRITION SERVICES DEPARTMENT	13	14,395.20
B22-00400	SYSCO FOOD SVCS OF SACRAMENTO	PURCHASE CONDIMENT & SNACK FOR WAREHOUSE SUMMER	NUTRITION SERVICES DEPARTMENT	13	20,000.00
B22-00401	JOSTENS INC	ONLY FOR DUPLICATE DIPLOMAS FY22 (2021-22)	C. K. McCLATCHY HIGH SCHOOL	01	1,500.00
B22-00402	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	POSTAGE MACHINE RENTAL FY22	C. K. McCLATCHY HIGH SCHOOL	01	336.56
B22-00403	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	001259-POSTAGE METER MACHINE RENTAL	LUTHER BURBANK HIGH SCHOOL	01	707.57
B22-00404	PURCHASE POWER	POSTAGE REFILL FY22	C. K. McCLATCHY HIGH SCHOOL	01	2,500.00
B22-00405	GRAINGER INC ACCOUNT #80927635 5	MATR'LS & SUPPLIES FOR FACILITIES REPAIRS	FACILITIES MAINTENANCE	01	7,500.00
B22-00406	HUNT & SONS INC	GASOLINE FOR MAINTENANCE VEHICLES & EQUIPT	FACILITIES MAINTENANCE	01	90,000.00
B22-00407	Jon K Takata Corporation Resto ration Mgmt Company	RESTORATION AND ENVIRONMENTAL SERVICES	FACILITIES MAINTENANCE	01	15,000.00
B22-00408	JM ENVIRONMENTAL INC	RESTORATION AND ENVIRONMENTAL SERVICES	FACILITIES MAINTENANCE	01	25,000.00
B22-00409	CDW GOVERNMENT	CDW-G COMPONENTS AND MODULES	TECHNOLOGY SERVICES	01	5,000.00
B22-00410	OFFICE RELIEF INC	COVID Funded - Sit/Stand Work Stations	RISK MANAGEMENT	01	50,000.00
B22-00411	OFFICE RELIEF INC	OFFICE RELIEF EQUIPMENT AND SUPPLIES	RISK MANAGEMENT	01	100,000.00
B22-00412	CITY OF SACRAMENTO REVENUE DIV ISION	FIRE INSPECTIONS SERVICE FEES	FACILITIES MAINTENANCE	01	20,000.00
B22-00413	FASTENAL INDUSTRIAL & SUPPLY	MATERIALS & SUPPLIES AS NEEDED FOR MAINTENANCE	FACILITIES MAINTENANCE	01	6,500.00
B22-00414	INTERNATIONAL FIRE EQUIP CO.	FACILITIES FIRE EXTINGUISHER SRVCS	FACILITIES MAINTENANCE	01	130,000.00
B22-00415	LARRY'Z AUTOWORKS	SRVC AND PARTS AS NEEDED FOR MAINTENANCE VEHICLES	FACILITIES MAINTENANCE	01	30,000.00
B22-00416	LES SCHWAB TIRE CENTERS	TIRES FOR FACILITIES VEHICLES	FACILITIES MAINTENANCE	01	35,000.00
B22-00417	ONE STOP TRUCK SHOP	SRVCE AND REPAIRS TO FACILITIES VEHICLES	FACILITIES MAINTENANCE	01	10,000.00
B22-00418	TEREX UTILITIES WEST	SRVCE AND REPAIRS TO FACILITIES VEHICLES & EQUIPT	FACILITIES MAINTENANCE	01	5,500.00

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## Includes Purchase Orders dated 07/15/2021 - 08/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B22-00419	UNITED RENTALS INC	RENTAL EQUIPMENT FOR MAINTENANCE	FACILITIES MAINTENANCE	01	10,000.00
B22-00420	INTERSTATE BATTERY SYSTEM OF S	VEHICLE BATTERIES FOR FACILITIES	FACILITIES MAINTENANCE	01	16,000.00
B22-00421	LEE'S AUTOMOTIVE REPAIR	SRVCE AND REPAIRS TO FACILITIES VEHICLES	FACILITIES MAINTENANCE	01	80,000.00
B22-00422	SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT	BOILER OPERATIONAL PERMIT FEES	FACILITIES MAINTENANCE	01	35,000.00
B22-00423	ACCESS	SHREDDING SERVICE FY22	C. K. McCLATCHY HIGH SCHOOL	01	1,282.37
B22-00424	FEDEX	FEDERAL EXPRESS SERVICES	TECHNOLOGY SERVICES	01	500.00
B22-00425	APPLE INC	APPLE COMPUTER SUPPLIES - BLANKET	TECHNOLOGY SERVICES	01	500.00
B22-00426	CINTAS CORP	COVID - Reusable Masks / Hand Sanitizer	RISK MANAGEMENT	01	400,000.00
B22-00427	JTM PROVISIONS CO INC dba JTM FOOD GROUP	TO PURCHASE MACARONI & CHEESE FOR 2021-22 SY	NUTRITION SERVICES DEPARTMENT	13	32,600.00
B22-00428	PANERA BREAD CO	CATERING FOR SCUSD HOSTED VACCINE CLINICS	NUTRITION SERVICES DEPARTMENT	01	20,000.00
B22-00429	ALLIED WASTE SERVICES N.A. LLC dba REPUBLIC SERVICES OF SAC	CENTRAL KITCHEN WASTE/RECYCLE SY21-22	NUTRITION SERVICES DEPARTMENT	13	3,500.00
B22-00430	MICHAEL'S TRANSPORTATION	MICHAEL'S TRANSPORTATION	TRANSPORTATION SERVICES	01	292,000.00
B22-00431	Pawar Transportation LLC	PAWAR TRANSPORTATION - SPECIAL ED STUDENTS	TRANSPORTATION SERVICES	01	48,000.00
B22-00432	UNITED RENTALS N.A. INC	RENTAL OF EQUIPMENT AS NEEDED 2021-2022	FACILITIES MAINTENANCE	01	2,000.00
B22-00433	FASTENAL COMPANY ATTN : JASON IGARTA	ELECTRICAL SUPPLIES FOR ELECTRICAL SHOP 2021-2022	FACILITIES MAINTENANCE	01	2,500.00
B22-00434	COUNTY OF SACRAMENTO UTILITY BILLING SERVICES	DISPOSAL OF NORMAL REFUSE	FACILITIES MAINTENANCE	01	2,500.00
B22-00435	GRAINGER INC ACCOUNT #80927635 5	PARTS/SUPPLIES AS NEEDED FOR SERNA CENTER	BUILDINGS & GROUNDS/OPERATIONS	01	1,000.00
B22-00436	PRECISION CLEANING SYSTEMS INC	FOR MACHINE SHOP	BUILDINGS & GROUNDS/OPERATIONS	01	1,000.00
B22-00437	TARGET SPECIALTY PRODUCTS	PEST CONTROL SUPPLIES	BUILDINGS & GROUNDS/OPERATIONS	01	500.00
B22-00438	CALIFORNIA CUSTOM TRAILERS INC	SRVC AND PARTS AS NEEDED FOR LABORER EQUIPMENT	FACILITIES MAINTENANCE	01	2,000.00
B22-00439	SHRED IT USA	SHRED CONFIDENTIAL MATERIALS	DEPUTY SUPERINTENDENT	01	1,000.00
B22-00440	BLOUNT FINE FOODS CORP	TO PURCHASE ALFREDO SAUCE FOR 2021-22 SY	NUTRITION SERVICES DEPARTMENT	13	32,685.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B22-00441	RALEY'S BEL AIR NOB HILL FOODS	FOOD FOR NUTRITION CATERING SERVICE SY 2021-2022	NUTRITION SERVICES DEPARTMENT	13	3,000.00
B22-00442	SACRAMENTO REGIONAL TRANSIT DI STRICT FARE PREPAYMENT DEPT	DEVELOPMENTALLY DISABLED PROGRAM- RT BUS PASSES	A.WARREN McCLASKEY ADULT	11	2,700.00
B22-00443	MOONLIGHT CLEANERS	WAWF - NJROTC UNIFORM CLEANING	LUTHER BURBANK HIGH SCHOOL	01	3,000.00
B22-00444	PRODUCE EXPRESS INC	TO PURCHASE FOR FOOD LITERACY PROG. 2021-22	NUTRITION SERVICES DEPARTMENT	13	10,000.00
B22-00445	FATCAT SCONES	TO PURCHASE BAKERY GOODS FOR 2021-22 SY	NUTRITION SERVICES DEPARTMENT	13	20,392.00
B22-00446	ANDERSON BROTHERS LEADER PHARM	21-22 ANDERSON BROS: IMMUNIZATION CLINIC SUPPLIES	HEALTH SERVICES	01	1,000.00
B22-00447	THE HOME DEPOT PRO	HOME DEPOT FOR NJB FARM 21-22	NEW JOSEPH BONNHEIM	09	6,200.00
B22-00448	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	POSTAGE METER	HIRAM W. JOHNSON HIGH SCHOOL	01	1,400.00
B22-00449	CHEF WORKS, INC	SMOCKS/COATS FOR CENTRAL KITCHEN PREP STAFF	NUTRITION SERVICES DEPARTMENT	13	5,000.00
B22-00450	STERICYCLE INC	21-22 SHREDDING SERVICE	HEALTH SERVICES	01	1,300.00
B22-00451	IRON MOUNTAIN RECORDS MANAGMT	STORE CUMULATIVE RECORDS 21/22	STUDENT SUPPORT AND FAMILY SER	01	3,500.00
B22-00452	IRON MOUNTAIN RECORDS MANAGMT	SHRED CONFIDENTIAL FILES/MATERIALS 21/22	STUDENT SUPPORT AND FAMILY SER	01	1,800.00
B22-00453	PILGRIMS PRIDE CORP	TO PURCHASE CHICKEN PATTIES/NUGGETS FOR 2021-22	NUTRITION SERVICES DEPARTMENT	13	140,348.65
B22-00454	UPSTATE NIAGARA COOPERATIVE	TO PURCHASE YOGURT FOR SY 2021-2022	NUTRITION SERVICES DEPARTMENT	13	39,032.00
B22-00455	ECOLAB INC	WARE WASH SUPPLIES FOR SUMMMER 2021	NUTRITION SERVICES DEPARTMENT	13	10,161.00
B22-00456	P & R PAPER SUPPLY CO	TO PURCHASE TRAYS FOR 2021-22	NUTRITION SERVICES DEPARTMENT	13	113,529.60
B22-00457	DON LEE FARMS	TO PURCHASE PANCAKE SAUSAGE/PATTIES 2021-22 SY	NUTRITION SERVICES DEPARTMENT	13	30,628.35
B22-00458	FIVE STAR GOURMET FOODS INC	PURCHASE READY-MADE SALADS FOR 2021-22	NUTRITION SERVICES DEPARTMENT	13	206,668.80
B22-00459	NIPPON SHOKKEN USA	TO PURCHASE TERIYAKI SAUCE FOR 2021-2022 SY	NUTRITION SERVICES DEPARTMENT	13	7,400.00
B22-00460	DICK BLICK CUSTOMER #12751501	ART INSTRUCTIONAL SUPPLIES FY22 (2D & 3D)	C. K. McCLATCHY HIGH SCHOOL	01	2,500.00
B22-00461	ALPHA FIRED ARTS	CERAMICS INSTRUCTIONAL SUPPLIES FY 21/22	C. K. McCLATCHY HIGH SCHOOL	01	2,200.00
B22-00462	IMCO	ART INSTRUCTIONAL SUPPLIES FY22	C. K. McCLATCHY HIGH SCHOOL	01	2,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B22-00463	NILES BIOLOGICAL	BIOLOGY LAB & INSTRUCTIONAL SUPPLIES FY21/22	C. K. McCLATCHY HIGH SCHOOL	01	2,700.00
B22-00464	CAROLINA BIOLOGICAL SUPPLY CO ACCT #121087	BIOLOGY LAB & INSTRUCTIONAL SUPPLIES FY21/22	C. K. McCLATCHY HIGH SCHOOL	01	1,300.00
B22-00465	AQUATIC RESEARCH ORGANISMS INC	BIOLOGY LAB & INSTRUCTIONAL SUPPLIES FY21/22	C. K. McCLATCHY HIGH SCHOOL	01	600.00
B22-00466	WARDS NATURAL SCIENCE ESTABLISHMENT INC	BIOLOGY LAB & INSTRUCTIONAL SUPPLIES FY21/22	C. K. McCLATCHY HIGH SCHOOL	01	2,700.00
B22-00467	FLINN SCIENTIFIC INC	CHEMISTRY LAB & INSTRUCTIONAL SUPPLIES FY22	C. K. McCLATCHY HIGH SCHOOL	01	3,400.00
B22-00468	ARBOR SCIENTIFIC	PHYSICS LAB & INSTRUCTIONAL SUPPLIES FY22	C. K. McCLATCHY HIGH SCHOOL	01	1,300.00
B22-00469	LINCOLN AQUATICS	SWIMMING POOL CHEMICALS - HIRAM W JOHNSON HS	BUILDINGS & GROUNDS/OPERATIONS	01	10,000.00
B22-00470	LINCOLN AQUATICS	SWIMMING POOL CHEMICALS - JOHN F KENNEDY HS	BUILDINGS & GROUNDS/OPERATIONS	01	10,000.00
B22-00471	LINCOLN AQUATICS	SWIMMING POOL CHEMICALS - SACRAMENTO CHARTER HS	BUILDINGS & GROUNDS/OPERATIONS	01	10,000.00
B22-00472	NORCAL LAMINATING SERVICES	Laminating for Covid-19 Overflow	CENTRAL PRINTING SERVICES	01	40,000.00
B22-00473	GALLS INC	FACILITIES SRO UNIFORMS	SECURITY SERVICES	01	5,000.00
B22-00474	PTM DOCUMENT SYSTEMS	PRINT STOCK: PAYROLL, RPT CARDS, ACH WARRANTS, ETC	TECHNOLOGY SERVICES	01	27,000.00
B22-00475	ZAYO GROUP LLC	ZAYO - DARK FIBER LEASE	TECHNOLOGY SERVICES	01	43,200.00
B22-00476	CYBER SURFER INC.	WOOD FOR CLASS - HECKEY	SUTTER MIDDLE SCHOOL	01	5,000.00
B22-00477	TYSON FOODS INC	TO PURCHASE PATTIES FOR SECONDARY SITES 2021-22 SY	NUTRITION SERVICES DEPARTMENT	13	12,324.00
B22-00478	MILLER PACKING CO	TO PURCHASE HOT DOGS FOR SY 2021-22	NUTRITION SERVICES DEPARTMENT	13	37,059.75
B22-00479	AT&T	AT&T - DISTRICT VOICE & DATA SRVCS - BLANKET ORDER	TECHNOLOGY SERVICES	01	550,000.00
B22-00480	PITNEY BOWES INC	POSTAGE METER/SUPPLIES	SPECIAL EDUCATION DEPARTMENT	01	1,725.32
B22-00481	Mobilebitmarket.inc	TECH EQUIPMENT MAINTAINANCE AND REPAIR	SPECIAL EDUCATION DEPARTMENT	01	2,500.00
B22-00482	LIGHTSPEED TECHNOLOGIES INC	AUDIOLOGY BATTERIES	SPECIAL EDUCATION DEPARTMENT	01	500.00
B22-00483	SUNWEST FOODS INC	TO PURCHASE RICE FOR 2021-22 SY	NUTRITION SERVICES DEPARTMENT	13	12,294.00

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B22-00484	SYSCO FOOD SVCS OF SACRAMENTO	CENTRAL KITCHEN PURCHASES FOR 2021-22 SY	NUTRITION SERVICES DEPARTMENT	13	18,000.00
B22-00485	GENERAL MILLS	2021-22 SY TO PURCHASE CEREAL & SNACKS	NUTRITION SERVICES DEPARTMENT	13	150,000.00
B22-00486	ELESCO CORPORATE	LIGHTING SUPPLIES ELECTRICAL SHOP FOR 2021-2022 SY	FACILITIES MAINTENANCE	01	10,000.00
B22-00487	BOBCAT CENTRAL INC	SRVC AND PARTS AS NEEDED FOR LABORER EQUIPMENT	FACILITIES MAINTENANCE	01	8,000.00
B22-00488	BRINKS ARMORED CAR SERVICE	BRINKS ARMORED CAR SERVICES FY 2021-22	ACCOUNTING SERVICES DEPARTMENT	01	10,000.00
				13	13,000.00
B22-00489	LA TAPATIA TORTILLERIA INC	TORTILLA FOR CENTRAL KITCHEN 2021-22 SY	NUTRITION SERVICES DEPARTMENT	13	10,000.00
B22-00490	LAND O LAKES INC	TO PURCHASE SHREDDED & CUBE FOR 2021-22SY	NUTRITION SERVICES DEPARTMENT	13	31,902.07
B22-00491	KELLOGG SALES CO	TO PURCHASE SNACK PRODUCTS FOR 2021-22	NUTRITION SERVICES DEPARTMENT	13	100,000.00
B22-00492	TASTY BRANDS LLC	FOR LUNCH KITS & SANDWICHES FOR 2021-22 SY	NUTRITION SERVICES DEPARTMENT	13	81,035.40
B22-00493	FOSTER FARMS FOODSERVICE	TO PURCHASE CORN DOGS & WRAPS FOR 2021-22 SY	NUTRITION SERVICES DEPARTMENT	13	122,238.70
B22-00494	COMCAST	COMCAST/IEPP	ACADEMIC OFFICE	01	33,000.00
B22-00495	AT&T	TRANSITION PROGRAM PHONE/INTERNET (DUPLEX)	SPECIAL EDUCATION DEPARTMENT	01	3,450.00
B22-00496	TEACHER SYNERGY LLC dba TEACHE RS PAY TEACHERS	ONLINE CURRICULUM RESOURCES-TPT	NICHOLAS ELEMENTARY SCHOOL	01	2,600.00
B22-00497	IRON MOUNTAIN RECORDS MANAGMT	IRON MOUNTAIN EMPLOYEE RECORDS SYSTEM 2021-2022	HUMAN RESOURCE SERVICES	01	3,000.00
B22-00498	DISCOUNT CELLULAR ACCESSORIES	CELL PHONE ACCESSORIES	TECHNOLOGY SERVICES	01	6,000.00
B22-00499	COMMERCIAL APPLIANCE SERVICE	21-22 IZ CLINIC FRIDGE/FREEZER MAINTAINANCE	HEALTH SERVICES	01	4,000.00
B22-00500	ONAN CAPITAL INC	Safety Protocal Mask & Gloves	RISK MANAGEMENT	01	300,000.00
B22-00501	TYSON FOODS INC	TO PURCHASE CHICKEN PRODUCTS FOR 2021-22 SY	NUTRITION SERVICES DEPARTMENT	13	250,000.00
B22-00502	JOHN SOULES FOODS, INC.	TO PURCHASE BKFT PATTIES FOR 2021-22 SY	NUTRITION SERVICES DEPARTMENT	13	10,250.00
B22-00503	MCCAIN FOODS USA INC	TO PURCHASE TATER TOTS FOR 2021-22	NUTRITION SERVICES DEPARTMENT	13	44,514.84
B22-00504	THE POPCORN MAN	TO PURCHASE CHEESEY CHEESE WHEELS FOR 2021-22 SY	NUTRITION SERVICES DEPARTMENT	13	52,920.00

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## Includes Purchase Orders dated 07/15/2021 - 08/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B22-00505	F AND W PLASTICS	TO PURCHASE ALUMINUM FOIL FOR 2021-22 SY	NUTRITION SERVICES DEPARTMENT	13	1,531.00
B22-00507	RALEY'S BEL AIR NOB HILL FOODS	SUPPLIES-CULINARY ARTS PRGM @ ALHS-MARIA RASCUL	CAREER & TECHNICAL PREPARATION	01	1,000.00
B22-00508	US FOODSERVICE	SUPPLIES-CULINARY ARTS PRGM @ A. LEGION, MS. RASUL	CAREER & TECHNICAL PREPARATION	01	1,000.00
B22-00509	RALEY'S BEL AIR NOB HILL FOODS	SUPPLIES-CULINARY ARTS PROGRAM @ JFK-JAMES MORGAN	CAREER & TECHNICAL PREPARATION	01	2,000.00
B22-00510	SHASTA LINEN SUPPLY	SUPPLIES-CULINARY ARTS PROGRAM @ JFK- JAMES MORGAN	CAREER & TECHNICAL PREPARATION	01	1,000.00
B22-00511	US FOODSERVICE	SUPPLIES-CULINARY ARTS PROGRAM @ JFK-JAMES MORGAN	CAREER & TECHNICAL PREPARATION	01	2,000.00
B22-00512	ECOLAB INC	SUPPLIES FOR CULINARY ARTS PRGM@ AMERICAN LEGION	CAREER & TECHNICAL PREPARATION	01	500.00
B22-00513	PRODUCE EXPRESS INC	SUPPLIES FOR CULINARY ARTS PRGM@ AMERICAN LEGION	CAREER & TECHNICAL PREPARATION	01	1,000.00
B22-00514	G2 SOLUTIONS, INC	LIVE SCAN FINGERPRINT CLEARANCES 2021-2022	HUMAN RESOURCE SERVICES	01	4,000.00
B22-00515	FERGUSON ENTERPRISES INC DBA GROENIGER & CO	MATERIALS/SUPPLIES FOR HVAC SHOP 2021-2022 SY	FACILITIES MAINTENANCE	01	500.00
B22-00516	BIG WEST DISTRIBUTION INC	TO PURCHASE FRUIT SORBET FOR 2021-22 SY	NUTRITION SERVICES DEPARTMENT	13	9,954.00
B22-00517	T MARZETTI CO	TO PURCHASE CROUTONS FOR 2021-22 SY	NUTRITION SERVICES DEPARTMENT	13	12,930.00
B22-00518	INTEGRATED FOOD SERVICE	TO PURCHASE GRILLED CHEESE FOR 2021-22 SY	NUTRITION SERVICES DEPARTMENT	13	12,118.40
B22-00519	MCKESSON MEDICAL SURGICAL INC	INSTRUCTIONAL SUPPLIES FOR MEDICAL PROGRAMS	NEW SKILLS & BUSINESS ED. CTR	11	6,500.00
B22-00520	LINCOLN AQUATICS	SWIMMING POOL CHEMICALS - ROSEMONT HS	BUILDINGS & GROUNDS/OPERATIONS	01	10,000.00
B22-00521	IMCO	BLANKET FOR CLAY	ROSEMONT HIGH SCHOOL	01	3,000.00
B22-00522	ELDER CREEK TRASH & RECOVERY	WASTE REMOVAL FOR YARD, WOOD, MISC GARBAGE	FACILITIES MAINTENANCE	01	60,000.00
B22-00523	QUADIENT INC	Equipm't Maintenance Agr'ment for Folder/Inserter	CENTRAL PRINTING SERVICES	01	3,000.00
B22-00524	RUDERMAN AND KNOX LLP	2021-2022 SPED LEGAL FEES	ADMIN-LEGAL COUNSEL	01	200,000.00
B22-00525	DEPARTMENT OF JUSTICE ACCTG OF FICE CASHIERING UNIT	DEPT. OF JUSTICE, FINGERPRINTING FEES 2021-2022	HUMAN RESOURCE SERVICES	01	250,000.00
B22-00526	THE PLATINUM PACKAGING GROUP	FOOD TRAYS/PACKAGING FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	3,500.00

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## Includes Purchase Orders dated 07/15/2021 - 08/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B22-00527	ANGEL GARCIA	TUITION & FEE REIMBURSEMENT- CIA JULY 2021	SPECIAL EDUCATION DEPARTMENT	01	500.00
B22-00528	CSUS PROCUREMENT & CONTRACTS S UZANNE SWARTZ CONTRACTS COOR	LEASE OF CLASS SPACE FY 21-22	SPECIAL EDUCATION DEPARTMENT	01	7,101.48
B22-00529	PACIFIC MECHANICAL SERVICES	WAREHOUSE REFRIGERATION REPAIRS	NUTRITION SERVICES DEPARTMENT	13	23,762.00
B22-00530	BIMBO BAKERIES USA INC	FRESH BUNS FOR 2021-22 SY SUMMER PROGRAMS	NUTRITION SERVICES DEPARTMENT	13	10,000.00
B22-00531	JSB INDUSTRIES	TO PURCHASE SUNBUTTER SANDWICHES FOR SY 2021-2022	NUTRITION SERVICES DEPARTMENT	13	304,920.00
B22-00532	VERITIV OPERATING COMPANY	PACKAGING FOR NUTRITION PROGRAMS 21-22 SY	NUTRITION SERVICES DEPARTMENT	13	50,000.00
B22-00533	DAIOHS USA INC FIRST CHOICE CO FFEES SERVICES	WATER DISPENSER SERVICE 21/22	FERN BACON MIDDLE SCHOOL	01	200.00
B22-00534	DANONE US INC	TO PURCHASE BREAKFAST SMOOTHIES FOR 2021-22 SY	NUTRITION SERVICES DEPARTMENT	13	54,720.00
B22-00535	GOLD STAR FOODS INC	TO PURCHASE CONDIMENTS & SNACKS FOR 2021-2022 SY	NUTRITION SERVICES DEPARTMENT	13	100,000.00
B22-00536	ELITE STORAGE CONTAINERS LLC	COVID-19 SERNA STORAGE CONTAINERS	FACILITIES MAINTENANCE	01	5,000.00
B22-00537	CG ROXANE LLC	BOTTLED WATER FOR SCHOOLS SY21-22 (ESSER)	NUTRITION SERVICES DEPARTMENT	01	150,000.00
B22-00538	REFILL IT INC dba PATHWATER	REFILLABLE BOTTLED WATER/SECONDARY SY21-22 (ESSER)	NUTRITION SERVICES DEPARTMENT	01	23,460.00
B22-00539	BURTON LOVGREN dba LOVGREN AND ASSOCIATES	DISTRIBUTE WATER TO SCHOOLS SY21-22 (ESSER)	NUTRITION SERVICES DEPARTMENT	01	182,000.00
CHB21-00419	RAY MORGAN/SCUSD	2020-2021 SY CANON COPIER	FATHER K.B. KENNY - K-8	01	2,215.36
CHB21-00420	SCUSD - RAY MORGAN CO	CANON COPIERS 2020-2021 RENTAL	EARL WARREN ELEMENTARY SCHOOL	01	1,303.48
CHB21-00421	RAY MORGAN/SCUSD	CANON COPIER RENTAL 2020-2021	HOLLYWOOD PARK ELEMENTARY	01	2,669.11
CHB22-00103	OFFICE DEPOT	OFFICE DEPOT FOR OFFICE SUPPLIES	ACCOUNTING SERVICES DEPARTMENT	01	3,000.00
CHB22-00104	RAY MORGAN/SCUSD	SERNA COPIER USAGE	ACCOUNTING SERVICES DEPARTMENT	01	1,200.00
CHB22-00105	OFFICE DEPOT	CLASSROOM SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	15,000.00
CHB22-00106	OFFICE DEPOT	MATERIALS FOR CENTRAL PRINT 21/22 FY	CENTRAL PRINTING SERVICES	01	7,000.00
CHB22-00107	OFFICE DEPOT	LPPA INSTRUCTIONAL SUPPLIES FY21/22	C. K. McCLATCHY HIGH SCHOOL	01	4,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
CHB22-00108	OFFICE DEPOT	CJA INSTRUCTIONAL SUPPLIES	C. K. McCLATCHY HIGH SCHOOL	01	2,000.00
CHB22-00109	OFFICE DEPOT	OFFICE SUPPLIES FOR 2021-22 SCHOOL YEAR	TECHNOLOGY SERVICES	01	6,000.00
CHB22-00110	OFFICE DEPOT	OFFICE DEPOT BLANKET ORDER FOR 2021-22 SUPPLIES	BUDGET SERVICES	01	3,500.00
CHB22-00111	SCUSD/PAPER	SERNA PAPER USAGE 2021-22	BUDGET SERVICES	01	600.00
CHB22-00112	RAY MORGAN - SCUSD	BLANKET ORDER-COPIER 2020-21	CURRICULUM & PROF DEVELOP	01	9,000.00
CHB22-00113	RAY MORGAN/SCUSD	SERNA COPIER USAGE Ray Morgan	MULTILINGUAL EDUCATION DEPT.	01	500.00
CHB22-00114	SCUSD - PAPER USAGE	PAPER USAGE	MULTILINGUAL EDUCATION DEPT.	01	150.00
CHB22-00115	SCUSD - OFFICE DEPOT	Office Depot Blanket Order	MULTILINGUAL EDUCATION DEPT.	01	500.00
CHB22-00116	SCUSD - RAY MORGAN CO	CANON COPIER - 2021-2022	GOLDEN EMPIRE ELEMENTARY	01	4,000.00
CHB22-00117	OFFICE DEPOT	OFFICE DEPOT SUPPLIES - 2021-2022 ACADEMIC YEAR	WEST CAMPUS	01	6,000.00
CHB22-00118	SCUSD/PAPER	PAPER USAGE FOR 2021-22 SCHOOL YEAR	TECHNOLOGY SERVICES	01	200.00
CHB22-00119	SCUSD - RAY MORGAN CO	LTS Copier for 2021-2022 fiscal year	LIBRARY/TEXTBOOK SERVICES	01	1,400.00
CHB22-00120	OFFICE DEPOT	COPY PAPER & CLASSROOM SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	8,500.00
CHB22-00121	OFFICE DEPOT	21-22 SY HOME VISIT APTT OFFICE DEPOT SUPPLIES	PARENT ENGAGEMENT	01	3,700.00
CHB22-00122	OFFICE DEPOT	21-22 INSTRUCTIONAL MATERIALS - OFFICE DEPOT	JOHN CABRILLO ELEMENTARY	01	1,000.00
CHB22-00123	OFFICE DEPOT	21-22 ADMINISTRATION SUPPLIES - OFFICE DEPOT	JOHN CABRILLO ELEMENTARY	01	200.00
CHB22-00124	OFFICE DEPOT	21-22 SUPPLEMENTAL INSTRUCTIONAL MATERIALS	JOHN CABRILLO ELEMENTARY	01	4,000.00
CHB22-00125	OFFICE DEPOT	21-22 SUPPLEMENTAL INSTRUCTIONAL MATERIALS	JOHN CABRILLO ELEMENTARY	01	2,000.00
CHB22-00126	OFFICE DEPOT	OFFICE DEPOT- 21-22 YDSS	YOUTH DEVELOPMENT	01	4,000.00
CHB22-00127	OFFICE DEPOT	OFFICE DEPOT SUPPLIES FOR THE 2021-2022 SY	DEPUTY SUPERINTENDENT	01	500.00
CHB22-00128	OFFICE DEPOT	OFFICE DEPOT SUPPLIES FOR 2021/2022 SCHOOL YEAR	MATRICULATION/ORIENTATION CNTR	01	5,000.00
CHB22-00129	OFFICE DEPOT	FY 21-22 - OFFICE DEPOT BLANKET GF 4310	KIT CARSON INTL ACADEMY	01	4,000.00
CHB22-00130	OFFICE DEPOT	BLANKET ORDER: OFFICE DEPOT SUPPLIES	BUSINESS SERVICES	01	3,500.00
CHB22-00131	THE HOME DEPOT PRO	LTS Custodial Cleaning Supplies 2021-2022	LIBRARY/TEXTBOOK SERVICES	01	250.00

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## Includes Purchase Orders dated 07/15/2021 - 08/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CHB22-00132	RAY MORGAN/SCUSD	CANON COPIER	SAM BRANNAN MIDDLE SCHOOL	01	4,000.00
CHB22-00133	RAY MORGAN/SCUSD	2021/22 CANON COPIER	JOHN CABRILLO ELEMENTARY	01	2,500.00
CHB22-00134	RAY MORGAN/SCUSD	SERNA: COPIER USAGE 21-22 SCHOOL YEAR	DEPUTY SUPERINTENDENT	01	1,000.00
CHB22-00135	SCUSD/PAPER	COPY PAPER USAGE 21-22 SCHOOL YEAR	DEPUTY SUPERINTENDENT	01	500.00
CHB22-00136	RAY MORGAN/SCUSD	SERNA: COPIER USAGE FOR 2021-22	TECHNOLOGY SERVICES	01	1,000.00
CHB22-00137	RAY MORGAN - SCUSD	RAY MORGAN COPIERS	NICHOLAS ELEMENTARY SCHOOL	01	5,790.00
CHB22-00138	SCUSD - RAY MORGAN CO	RENTAL/COPIER MACHINE FOR MOC 2021/2022 SY	MATRICULATION/ORIENTATI ON CNTR	01	7,600.00
CHB22-00139	SCUSD - RAY MORGAN CO	CANON COPIER RENTAL	ALBERT EINSTEIN MIDDLE SCHOOL	01	8,500.00
CHB22-00140	RAY MORGAN/SCUSD	RAY MORGAN BLANKET PURCHASE ORDER	ACADEMIC OFFICE	01	5,000.00
CHB22-00141	OFFICE DEPOT	ODPT MATERIALS 2021-22	NICHOLAS ELEMENTARY SCHOOL	01	15,000.00
CHB22-00142	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES FOR 2021 - 2022	JOHN F. KENNEDY HIGH SCHOOL	01	20,000.00
CHB22-00143	OFFICE DEPOT	CLASSROOM SUPPLIES	SAM BRANNAN MIDDLE SCHOOL	01	10,000.00
CHB22-00144	OFFICE DEPOT	OFFICE DEPOT BLANKET PURCHASE ORDER	ACADEMIC OFFICE	01	1,750.00
CHB22-00145	OFFICE DEPOT	SUPPLEMENTAL INSTRUCTIONAL MATERIALS	ALBERT EINSTEIN MIDDLE SCHOOL	01	12,000.00
CHB22-00146	OFFICE DEPOT	COPY PAPER & CLASSROOM SUPPLIMENTAL SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	8,500.00
CHB22-00147	RAY MORGAN/SCUSD	CANON COPIER (CORPORATE ACADEMY RM B220) # 118439	HIRAM W. JOHNSON HIGH SCHOOL	01	6,000.00
CHB22-00148	RAY MORGAN/SCUSD	CANON COPIER (HMS ACADEMY RM E1) # 133563	HIRAM W. JOHNSON HIGH SCHOOL	01	3,000.00
CHB22-00149	RAY MORGAN/SCUSD	CANON COPIERS (MAIN)	HIRAM W. JOHNSON HIGH SCHOOL	01	22,200.00
CHB22-00150	OFFICE DEPOT	Office Depot Supplies	THE MET	09	8,000.00
CHB22-00151	SCUSD - RAY MORGAN CO	Copier Usage and Rental	THE MET	09	2,500.00
CHB22-00152	RAY MORGAN/SCUSD	CANON COPIER 2021 - 22	NEW JOSEPH BONNHEIM	09	3,000.00
CHB22-00153	OFFICE DEPOT	OFFICE DEPOT SUPPLIES 2021 -22	NEW JOSEPH BONNHEIM	09	11,000.00
CHB22-00154	SCUSD/PAPER	21-22 SERNA PAPER USAGE	HEALTH SERVICES	01	2,000.00
CHB22-00155	RAY MORGAN/SCUSD	CHARGEBACK FOR CANON COPIERS RAY MORGAN	WOODBINE ELEMENTARY SCHOOL	01	6,000.00
CHB22-00156	OFFICE DEPOT	OFFICE DEPOT - INSTRUCTION SUPPLIES	WOODBINE ELEMENTARY SCHOOL	01	4,000.00
CHB22-00157	SCUSD - PAPER USAGE	PAPER USAGE 2021-22	YOUTH DEVELOPMENT	01	500.00
CHB22-00158	SCUSD - RAY MORGAN CO	COPIER RENTAL & USAGE 21-22	YOUTH DEVELOPMENT	01	1,000.00

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## Includes Purchase Orders dated 07/15/2021 - 08/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CHB22-00159	OFFICE DEPOT	OFFICE DEPOT- 21-22 AIEP	YOUTH DEVELOPMENT	01	1,000.00
CHB22-00160	SCUSD/PAPER	COPY PAPER USAGE 21-22 SCHOOL YEAR	PARENT ENGAGEMENT	01	1,354.00
CHB22-00161	RAY MORGAN/SCUSD	SERNA: COPIER USAGE 21-22 SCHOOL YEAR	PARENT ENGAGEMENT	01	1,000.00
CHB22-00162	THE HOME DEPOT PRO	21-22 CLEANING SUPPLIES	HEALTH SERVICES	01	4,000.00
CHB22-00163	SCUSD - US BANK CAL CARD	CAL CARD CHARGES - RAOUL BOZIO	ADMIN-LEGAL COUNSEL	01	5,000.00
CHB22-00164	OFFICE DEPOT	OFFICE DEPOT MTRL'S & SUPPLIES FOR M & O	FACILITIES MAINTENANCE	01	8,000.00
CHB22-00165	OFFICE DEPOT	OFFICE DEPOT - SUPPLEMENTAL INSTRUCTIONAL SUPPLIES	GOLDEN EMPIRE ELEMENTARY	01	1,000.00
CHB22-00166	OFFICE DEPOT	OFFICE DEPOT - SUPP. INSTUCTIONAL MATERIALS	GOLDEN EMPIRE ELEMENTARY	01	4,000.00
CHB22-00167	OFFICE DEPOT	OFFICE DEPOT - SUPPLEMENTAL INSTRUCTIONAL SUPPLIES	GOLDEN EMPIRE ELEMENTARY	01	5,000.00
CHB22-00168	OFFICE DEPOT	OFFICE DEPOT - SCHOOL SITE SUPPLIES	ENGINEERING AND SCIENCES HS	01	5,000.00
CHB22-00169	OFFICE DEPOT	OFFICE DEPOT - ADMIN SUPPLIES	ENGINEERING AND SCIENCES HS	01	5,000.00
CHB22-00170	RAY MORGAN/SCUSD	RAY MORGAN (CANNON COPIER)	ENGINEERING AND SCIENCES HS	01	5,175.00
CHB22-00171	OFFICE DEPOT	OFFICE DEPOT 2021-22	STRATEGY & CONTINOUS IMPRMNT	01	2,500.00
CHB22-00172	RAY MORGAN/SCUSD	CANON COPIER 2021-2022	BG CHACON ACADEMY	09	2,500.00
CHB22-00173	RAY MORGAN/SCUSD	CANON COPIER 21-22	BOWLING GREEN ELEMENTARY	09	4,000.00
CHB22-00174	OFFICE DEPOT	SCHOOL SUPPLIES 21/22	NEW TECH	09	2,000.00
CHB22-00175	SCUSD - RAY MORGAN CO	SERNA COPIER USAGE	STRATEGY & CONTINOUS IMPRMNT	01	2,000.00
CHB22-00176	SCUSD - RAY MORGAN CO	CANON COPIER RENTAL SY 21/22	HUBERT H BANCROFT ELEMENTARY	01	3,000.00
CHB22-00177	RAY MORGAN/SCUSD	CANON COPIER ID # 161911 / 161952	LEATAATA FLOYD ELEMENTARY	01	1,500.00
CHB22-00178	SCUSD - RAY MORGAN CO	CANON COPIER	O. W. ERLEWINE ELEMENTARY	01	4,000.00
CHB22-00179	RAY MORGAN/SCUSD	CANON COPIER FY 21/22	PHOEBE A HEARST BASIC ELEM.	01	2,000.00
CHB22-00180	SCUSD - RAY MORGAN CO	COPIER RENTAL	PONY EXPRESS ELEMENTARY SCHOOL	01	3,600.00
CHB22-00181	SCUSD - RAY MORGAN CO	CANON COPIER 21/22	SEQUOIA ELEMENTARY SCHOOL	01	2,315.00
CHB22-00182	RAY MORGAN/SCUSD	CANON COPIER FOR 2021/22 SCHOOL YEAR	SUSAN B. ANTHONY ELEMENTARY	01	4,000.00
CHB22-00183	RAY MORGAN/SCUSD	CANON COPIER 2021/22	JOHN MORSE THERAPEUTIC	01	900.00
CHB22-00184	RAY MORGAN/SCUSD	FY 20-21 - CANON COPIER IMAGE RUNNER #161979	KIT CARSON INTL ACADEMY	01	3,000.00
CHB22-00185	RAY MORGAN/SCUSD	COPIER RENTAL 2021/22 SY	NEW TECH	09	4,300.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
CHB22-00186	SCUSD - RAY MORGAN CO	COPIER RENTALS FOR 2021/22 SCHOOL YEAR	PETER BURNETT ELEMENTARY	01	4,500.00
CHB22-00187	SCUSD - RAY MORGAN CO	CANON COPIER RENTAL/SERVICE/SUPPLIES 2021/22	SUTTERVILLE ELEMENTARY SCHOOL	01	4,100.00
CHB22-00188	SCUSD - RAY MORGAN CO	SCHOOL WIDE CANON COPIER BLANKET 2021/22	CALIFORNIA MIDDLE SCHOOL	01	3,800.00
CHB22-00189	OFFICE DEPOT	OFFICE DEPOT 4310 '21-22' SUPPLIES AND MATERIALS	BG CHACON ACADEMY	09	19,000.00
CHB22-00190	OFFICE DEPOT	OFFICE DEPOT 21/22	BOWLING GREEN ELEMENTARY	09	15,000.00
CHB22-00191	OFFICE DEPOT	OFFICE DEPOT/INSTR. MATERIALS	ALICE BIRNEY WALDORF - K-8	01	8,000.00
CHB22-00192	OFFICE DEPOT	OFFICE DEPOT BLANKET ORDER- OFFICE DEPOT	SUTTERVILLE ELEMENTARY SCHOOL	01	9,741.00
CHB22-00193	RAY MORGAN/SCUSD	CANON COPIER RENTAL 2021-2022	WEST CAMPUS	01	6,500.00
CHB22-00194	RAY MORGAN/SCUSD	SCHOOL WIDE CANON COPIER 2020-2021	BRET HARTE ELEMENTARY SCHOOL	01	6,000.00
CHB22-00195	RAY MORGAN/SCUSD	CHRGBC CANON RENTAL-COPIER FOR 21/22 SCHOOL YEAR	CALEB GREENWOOD ELEMENTARY	01	5,433.00
CHB22-00196	RAY MORGAN/SCUSD	CANON COPIER CONTRACT 2021/22	CAROLINE WENZEL ELEMENTARY	01	5,500.00
CHB22-00197	SCUSD - RAY MORGAN CO	COPIER RENTAL 2021/22	ETHEL I. BAKER ELEMENTARY	01	8,000.00
CHB22-00198	RAY MORGAN/SCUSD	CANON COPIER RENTAL SY	ETHEL PHILLIPS ELEMENTARY	01	6,000.00
CHB22-00199	SCUSD - RAY MORGAN CO	CANON COPIER CONTRACT 2021/22	PACIFIC ELEMENTARY SCHOOL	01	8,000.00
CHB22-00200	RAY MORGAN/SCUSD	RENTAL ON 3 CANON COPIERS FOR 21/22 SCH YR	THEODORE JUDAH ELEMENTARY	01	10,000.00
CHB22-00201	SCUSD - RAY MORGAN CO	CANON COPIER	A. M. WINN - K-8	01	5,000.00
CHB22-00202	RAY MORGAN/SCUSD	2021/22 CANON COPY MACHINE RENTAL	ROSA PARKS MIDDLE SCHOOL	01	5,000.00
CHB22-00203	RAY MORGAN/SCUSD	CANON COPIER	LUTHER BURBANK HIGH SCHOOL	01	18,000.00
CHB22-00204	THE HOME DEPOT PRO	CUSTODIAL '21/22' / SUPPLYWORKS	BG CHACON ACADEMY	09	9,900.00
CHB22-00205	THE HOME DEPOT PRO	JANITORIAL SUPPLIES 21-22	BOWLING GREEN ELEMENTARY	09	10,000.00
CHB22-00206	U S BANK/SCUSD	CAL CARD - BOB LYONS, CIO EXPENSES	TECHNOLOGY SERVICES	01	6,000.00
CHB22-00207	RAY MORGAN/SCUSD	CANON COPIER- COPIER RENTAL	BUILDINGS & GROUNDS/OPERATIONS	01	3,000.00
CHB22-00208	OFFICE DEPOT	OFFICE DEPOT FOR SUPPLIES AND MATERIALS 21/22 SY	RISK MANAGEMENT	01	8,000.00

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## Includes Purchase Orders dated 07/15/2021 - 08/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CHB22-00209	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES AS NEEDED FOR SERNA CENTER	BUILDINGS & GROUNDS/OPERATIONS	01	28,000.00
CHB22-00210	HOME DEPOT INTERLINE BRANDS SUPPLYWORKS	CUSTODIAL SUPPLIES AS NEEDED FOR OPERATIONS	BUILDINGS & GROUNDS/OPERATIONS	01	30,000.00
CHB22-00211	SUPPLY WORKS	JANITORIAL SUPPLIES FOR TRANS DEPT - SUPPLY WORKS	TRANSPORTATION SERVICES	01	12,000.00
CHB22-00212	RAY MORGAN/SCUSD	RAY MORGAN COPIER LEASE SY 2021/22	DAVID LUBIN ELEMENTARY SCHOOL	01	4,000.00
CHB22-00213	RAY MORGAN/SCUSD	CANON COPIER FOR 21/22	EDWARD KEMBLE ELEMENTARY	01	3,500.00
CHB22-00214	SCUSD - RAY MORGAN CO	COPIER RENTAL 2021/22	CAPITAL CITY SCHOOL	01	3,150.00
CHB22-00215	OFFICE DEPOT	OFFICE SUPPLIES WITH OFFICE DEPOT 2021-2022	ENROLLMENT CENTER	01	10,000.00
CHB22-00216	RAY MORGAN/SCUSD	CANON COPIER SY 2021/22	CESAR CHAVEZ INTERMEDIATE	01	5,700.00
CHB22-00217	RAY MORGAN/SCUSD	CANON COPIER SY 21/22	ISADOR COHEN ELEMENTARY SCHOOL	01	3,600.00
CHB22-00218	OFFICE DEPOT	Office Depot- FYS Program (Staff)	FOSTER YOUTH SERVICES PROGRAM	01	4,000.00
CHB22-00219	OFFICE DEPOT	Office Depot - FYS Student Supplies	FOSTER YOUTH SERVICES PROGRAM	01	4,000.00
CHB22-00220	SCUSD - RAY MORGAN CO	SCHOOL WIDE CANON COPIER RENTAL	MARK TWAIN ELEMENTARY SCHOOL	01	4,000.00
CHB22-00221	OFFICE DEPOT	OFFICE DEPOT CHARGEBACK 21-22	CALEB GREENWOOD ELEMENTARY	01	12,000.00
CHB22-00222	OFFICE DEPOT	BLANKET ORDER	SUCCESS ACADEMY	01	1,500.00
CHB22-00223	SCUSD - RAY MORGAN CO	CANON COPIERS 2021/22	ELDER CREEK ELEMENTARY SCHOOL	01	3,000.00
CHB22-00224	RAY MORGAN/SCUSD	CANON COPIER 21/22	JAMES W MARSHALL ELEMENTARY	01	2,300.00
CHB22-00225	RAY MORGAN/SCUSD	CANON COPIER 2021/22 SCHOOL YEAR	JOHN BIDWELL ELEMENTARY	01	6,800.00
CHB22-00226	RAY MORGAN/SCUSD	CANON COPIERS FOR 2021/22 SCHOOL YEAR	WILLIAM LAND ELEMENTARY	01	7,400.00
CHB22-00227	RAY MORGAN/SCUSD	2021/22 CANON COPIER RENTAL	GENEVIEVE DIDION ELEMENTARY	01	5,000.00
CHB22-00228	RAY MORGAN/SCUSD	CANON COPIER	SUTTER MIDDLE SCHOOL	01	9,000.00
CHB22-00229	RAY MORGAN/SCUSD	RAY MORGAN 2021/22	AMERICAN LEGION HIGH SCHOOL	01	2,200.00
CHB22-00230	SCUSD - RAY MORGAN CO	COPIER CHARGES	SUCCESS ACADEMY	01	2,600.00
CHB22-00231	THE HOME DEPOT PRO	BLANKET ORDER	SUCCESS ACADEMY	01	1,500.00
CHB22-00232	OFFICE DEPOT	OFFICE DEPOT FOR 2021-22	SUPERINTENDENTS OFFICE	01	3,500.00
CHB22-00233	OFFICE DEPOT	OFFICE DEPOT BLANKET FOR IAS OFFICE	ACADEMIC OFFICE	01	12,000.00
CHB22-00234	OFFICE DEPOT	OFFICE DEPOT 21-22 GENERAL FUND	AMERICAN LEGION HIGH SCHOOL	01	1,000.00
CHB22-00235	RAY MORGAN/SCUSD	CANON COPIER RENTAL AGREEMENT 2021-22 (CJA)	JOHN F. KENNEDY HIGH SCHOOL	01	2,070.64

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## Includes Purchase Orders dated 07/15/2021 - 08/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CHB22-00236	OFFICE DEPOT	CLASSROOM SUPPLIES	CESAR CHAVEZ INTERMEDIATE	01	4,000.00
CHB22-00237	OFFICE DEPOT	2021-22 Classroom Supplies Office Depot	EARL WARREN ELEMENTARY SCHOOL	01	8,000.00
CHB22-00238	OFFICE DEPOT	OFFICE DEPOT CHARGEBACK ACCT - INSTRUCTIONAL MTLs	WILLIAM LAND ELEMENTARY	01	14,000.00
CHB22-00239	OFFICE DEPOT	OFFICE SUPPORT w/ OFFICE DEPOT	CESAR CHAVEZ INTERMEDIATE	01	1,000.00
CHB22-00240	RAY MORGAN/SCUSD	FY21-22 CANON COPIERS [2] RENTAL AGRMTS/OFFICE	JOHN F. KENNEDY HIGH SCHOOL	01	8,000.00
CHB22-00241	SCUSD - RAY MORGAN CO	CANON COPIER 21/22	GEO WASHINGTON CARVER	09	3,800.00
CHB22-00242	RAY MORGAN/SCUSD	ROSA PARKS COPIER RENTAL 2021-22	STUDENT SUPPORT&HEALTH SRVCS	01	1,550.00
CHB22-00243	RAY MORGAN/SCUSD	PACIFIC COPIER RENTAL 2021/22	STUDENT SUPPORT&HEALTH SRVCS	01	1,500.00
CHB22-00244	RAY MORGAN/SCUSD	WARREN COPIER RENTAL 2021-22	STUDENT SUPPORT&HEALTH SRVCS	01	1,500.00
CHB22-00245	RAY MORGAN/SCUSD	CONNECT CNTR COPIER RENTAL 2021-22	STUDENT SUPPORT&HEALTH SRVCS	01	1,500.00
CHB22-00246	RAY MORGAN/SCUSD	HARTE COPIER RENTAL 2021-22	STUDENT SUPPORT&HEALTH SRVCS	01	1,500.00
CHB22-00247	RAY MORGAN/SCUSD	BIDWELL COPIER RENTAL 2021-22 ID # 133566	STUDENT SUPPORT&HEALTH SRVCS	01	1,500.00
CHB22-00248	RAY MORGAN/SCUSD	W.C. WOOD COPIER RENTAL 2021-22	STUDENT SUPPORT&HEALTH SRVCS	01	1,500.00
CHB22-00249	RAY MORGAN/SCUSD	OAK RIDGE COPIER RENTAL 2021-22	STUDENT SUPPORT&HEALTH SRVCS	01	1,000.00
CHB22-00250	RAY MORGAN/SCUSD	STILL COPIER RENTAL 2021-22	STUDENT SUPPORT&HEALTH SRVCS	01	1,500.00
CHB22-00251	RAY MORGAN/SCUSD	CANON COPIER	JOHN D SLOAT BASIC ELEMENTARY	01	3,300.00
CHB22-00252	OFFICE DEPOT	OFFICE DEPOT BO 2021/2022 GENERAL	FERN BACON MIDDLE SCHOOL	01	1,000.00
CHB22-00253	OFFICE DEPOT	OFFICE DEPOT BO 21/22-0007-SUPPLEMENTAL	FERN BACON MIDDLE SCHOOL	01	1,000.00
CHB22-00254	OFFICE DEPOT	OFFICE DEPOT BO 21/22-3010 SUPPLEMENTAL SUPPLIES	FERN BACON MIDDLE SCHOOL	01	1,000.00
CHB22-00255	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES / GENERAL FUND	H.W. HARKNESS ELEMENTARY	01	1,500.00
CHB22-00256	OFFICE DEPOT	OFFICE SUPPLIES - ADM 2021-2022	STUDENT SUPPORT&HEALTH SRVCS	01	1,000.00
CHB22-00257	OFFICE DEPOT	OFFICE DEPOT- HOMELESS 2021-2022	STUDENT SUPPORT&HEALTH SRVCS	01	4,000.00
CHB22-00258	RAY MORGAN/SCUSD	PARKER FRC@PHILLIPS COPIER RENTAL 2021-22	STUDENT SUPPORT&HEALTH SRVCS	01	1,500.00
CHB22-00259	RAY MORGAN/SCUSD	JOHNSON COPIER RENTAL 2021-22	STUDENT SUPPORT&HEALTH SRVCS	01	1,500.00

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**Includes Purchase Orders dated 07/15/2021 - 08/14/2021 \*\*\***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CHB22-00260	RAY MORGAN/SCUSD	SSHS SERNA COPIER RENTAL- 2021-22	STUDENT SUPPORT&HEALTH SRVCS	01	1,000.00
CHB22-00261	OFFICE DEPOT	OFFICE DEPOT MATERIALS BLANKET ORDERS 2021-2022	CAMELLIA BASIC ELEMENTARY	01	6,000.00
CHB22-00262	OFFICE DEPOT	OFFICE DEPOT BLANKET REQ. - FACILITIES	FACILITIES SUPPORT SERVICES	01	5,000.00
CHB22-00263	OFFICE DEPOT	SCHOOL SUPPLIES	JOHN H. STILL - K-8	01	30,000.00
CHB22-00264	OFFICE DEPOT	CLASSROOM SUPPLIES	CESAR CHAVEZ INTERMEDIATE	01	6,000.00
CHB22-00266	OFFICE DEPOT	BLANKET PURCHASE ORDER	ROSA PARKS MIDDLE SCHOOL	01	10,000.00
CHB22-00267	OFFICE DEPOT	SUPPL INSTRUCTIONAL SUPPLIES AND MATERIAL 21/22	ETHEL I. BAKER ELEMENTARY	01	15,000.00
CHB22-00268	OFFICE DEPOT	CLASSROOM SUPPLIES LCFF	HOLLYWOOD PARK ELEMENTARY	01	5,000.00
CHB22-00269	OFFICE DEPOT	CLASSROOM SUPPLIES TITLE 1 PART A	HOLLYWOOD PARK ELEMENTARY	01	8,500.00
CHB22-00270	THE HOME DEPOT PRO	Custodial Supplies	THE MET	09	7,000.00
CHB22-00271	RAY MORGAN/SCUSD	CANON COPIER RENTAL 21/22	FERN BACON MIDDLE SCHOOL	01	6,000.00
CHB22-00272	RAY MORGAN/SCUSD	CANON COPY MACHINES 21/22	PARKWAY ELEMENTARY SCHOOL	01	7,475.00
CHB22-00273	OFFICE DEPOT	OFFICE DEPOT SUPP BLANKET ORDERS 2021-22 TITLE I	CAMELLIA BASIC ELEMENTARY	01	1,000.00
CHB22-00274	OFFICE DEPOT	CHARGEBACK FOR OFFICE DEPOT	WASHINGTON ELEMENTARY SCHOOL	01	3,000.00
CS21-00359	UPTOWN STUDIOS INC	UPTOWN STUDIOS FY 20-21 through FY 21-22	COMMUNICATIONS OFFICE	01	5,380.00
				01	109,120.00
CS21-00360	CENTER FOR FATHERS & FAMILIES	SUMMER SCHOOL - CENTER FOR FATHERS & FAMILIES	YOUTH DEVELOPMENT	01	132,382.50
CS21-00364	SACRAMENTO CHINESE COMMUNITY	SUMMER SCHOOL - SAC CHINESE	YOUTH DEVELOPMENT	01	1,066,435.10
CS21-00367	FATHOM TECHNOLOGIES LLC	SIG REQ APPROVED - PUBLISHER CONTRACT	SUSAN B. ANTHONY ELEMENTARY	01	292,778.00
CS21-00369	CORE DISTRICTS	21-22 CORE Partnership Contract	ACADEMIC OFFICE	01	124,000.00
CS22-00015	LOZANO SMITH ATTORNEYS AT LAW	SA FOR GENERAL COUNSEL LEGAL SERVICES	ADMIN-LEGAL COUNSEL	01	2,000,000.00
CS22-00030	PORTOLA SYSTEMS INC	DATACENTER SEGMENTATION SECURITY	TECHNOLOGY SERVICES	01	82,177.19
CS22-00031	FOOD LITERACY CENTER	FOOD LITERACY CDFA GRANT EXPENSE REIMBURSEMENT	NUTRITION SERVICES DEPARTMENT	13	376,500.00
CS22-00032	SACRAMENTO CHINESE COMMUNITY	ASSETS SUMMER PROGRAM	HIRAM W. JOHNSON HIGH SCHOOL	01	38,057.57

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS22-00033	DIGITAL DEPLOYMENT INC	WEB HOSTING SERVICE 2021-22	TECHNOLOGY SERVICES	01	96,000.00
CS22-00034	ROSE FAMILY CREATIVE EMPOWERMENT CENTER	AFTER SCHOOL PROGRAM	JOHN H. STILL - K-8	01	68,000.00
CS22-00035	JAMES MARTA & COMPANY LLP	OPSC SFP Performance Audit for Kit Carson	ACCOUNTING SERVICES DEPARTMENT	21	13,000.00
CS22-00036	THE HONEY AGENCY INC	CK FOOD TRUCK MENU BOARD PHOTOSHOOT	NUTRITION SERVICES DEPARTMENT	13	5,890.00
CS22-00037	SECURE SCREENING SOLUTIONS INC dba CAPITAL LIVE SCAN	FINGERPRINTING SERVICES FOR SW INTERNS	STUDENT SUPPORT&HEALTH SRVCS	01	4,000.00
CS22-00038	SECURE SCREENING SOLUTIONS INC dba CAPITAL LIVE SCAN	21-22 FINGERPRINTING SERVICES FOR INTERNS	HEALTH SERVICES	01	2,000.00
CS22-00039	TERESA HERNANDEZ	LUTHER BURBANK PARENT ENGAGEMENT ELAC SUPPORT	LUTHER BURBANK HIGH SCHOOL	01	500.00
CS22-00040	TALX CORPORATION	TALX, EMPLOYMENT VERIFICATION SYSTEM 2021-2022	HUMAN RESOURCE SERVICES	01	2,700.00
CS22-00041	DENISE LEOGRANDIS	LITERACY COACH SUPPORT FOR 21-22 SCHOOL YEAR	ISADOR COHEN ELEMENTARY SCHOOL	01	13,500.00
CS22-00042	SCHOOL BUSINESS SOLUTIONS LLC	SPECIAL ED SERVICE AGREEMENT	SPECIAL EDUCATION DEPARTMENT	01	9,800.00
CS22-00043	ALEXANDRIA RUSSELL	20-21 SUPPLEMENTAL PROVIDER- ALEXANDRIA RUSSELL	YOUTH DEVELOPMENT	01	550.00
CS22-00044	DOCUMENT TRACKING SERVICES	DTS LCAP TRANSLATIONS	CONTINUOUS IMPRVMT & ACNTBLTY	01	47,884.43
CS22-00045	WALLRICH CREATIVE COMMUNICATIONS	CB CARES Act Website Wallrich Creative	CONSOLIDATED PROGRAMS	01	40,000.00
CS22-00046	WALLACE-KUHL & ASSOCIATES	0144-401 HUBERT BANCROFT PLAYGROUND	FACILITIES SUPPORT SERVICES	21	14,000.00
CS22-00047	SHOUTPOINT, INC.	SHOUTPOINT/I CAMPUS MESSAGING SERVICES, 2021-22	TECHNOLOGY SERVICES	01	47,610.00
CS22-00049	CALIFORNIA SCHOOLS VISION COALITION	VISION CONTRIBUTIONS	EMPLOYEE COMPENSATION	68	1,170,384.00
CS22-00050	CALIFORNIA SCHOOLS DENTAL COALITION	DENTAL CONTRIBUTIONS	EMPLOYEE COMPENSATION	68	8,005,728.00
CS22-00051	CAPITOL ADVISORS GROUP LLC	CAPITOL ADVISORS - ADVISORY & COMPLIANCE FY 21-22	BUSINESS SERVICES	01	26,100.00
CS22-00052	CALIFORNIA ARCHITECTS	PLANNING STUDY FOR OLD MARSHALL	FACILITIES SUPPORT SERVICES	21	7,500.00
CS22-00053	NEW TECH NETWORK INC	NEW TECH NETWORK SUPPORT	NEW TECH	09	18,608.00
CS22-00055	MEDIC AMBULANCE	21-22 FOOTBALL AMBULANCE SERVICE	HEALTH SERVICES	01	22,000.00

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## Includes Purchase Orders dated 07/15/2021 - 08/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS22-00056	CHOOSE COLLEGE EDUCATIONAL FOUNDATION	AAREA CONTRACT FOR AAAB SERVICES	CONTINUOUS IMPRVMT & ACNTBLTY	01	175,000.00
CS22-00057	POWERSCHOOL GROUP LLC	DEMOGRAPHICS STUDY - 1 YR AGREEMENT RENEWAL	BUSINESS SERVICES	01	42,390.00
CS22-00058	ROSE FAMILY CREATIVE EMPOWERMENT CENTER	ROSE FAMILY ARTS PROGRAM	JOHN H. STILL - K-8	01	20,000.00
CS22-00059	ROSE FAMILY CREATIVE EMPOWERMENT CENTER	ROSE FAMILY SUMMER QUEST	JOHN H. STILL - K-8	01	25,000.00
CS22-00060	ROSE FAMILY CREATIVE EMPOWERMENT CENTER	ROSE FAMILY VPA CLUBS	JOHN H. STILL - K-8	01	26,000.00
CS22-00061	CSBA	2021-2022 GAMUT ONLINE	BOARD OF EDUCATION	01	12,835.00
CS22-00062	THE COLLEGE BOARD	PSAT & SAT SCHOOL DAY 2021-2022	STRATEGY & CONTINUOUS IMPRVMT	01	266,463.00
CS22-00063	TEACHING STRATEGIES INC	CREATIVE CURRICULUM - PRESCHOOL	SPECIAL EDUCATION DEPARTMENT	01	21,337.50
CS22-00064	ALZA STRATEGIES LLC C/O HILLARY MCLEAN	ALZA CONSULTING	COMMUNICATIONS OFFICE	01	60,000.00
CS22-00065	DWIGHT TAYLOR SR	MOTIVATION SPEAKER FOR EQ AMBASSADORS PROGRAM	JOHN F. KENNEDY HIGH SCHOOL	01	2,000.00
CS22-00066	BROOKE PURVES	CJA COLLEGE MENTORING SERVICE AGREEMENT FY22	C. K. McCLATCHY HIGH SCHOOL	01	3,000.00
CS22-00067	SCOE K12 CURRICULUM & INSTRUCTION	ELA SUPPORT MOU #22009	EDWARD KEMBLE ELEMENTARY	01	31,200.00
CS22-00068	WENDI BEATTY	SEIS EOY 4 CALPADS SELPA TRAINING-JUNE	SPECIAL EDUCATION DEPARTMENT	01	1,480.00
CS22-00069	BRIDGES OF THE MIND PSYCHOLOGICAL SERVICES	INDEPENDENT EDUCATIONAL EVALUATION	SPECIAL EDUCATION DEPARTMENT	01	12,000.00
CS22-00070	CITY OF SACRAMENTO REVENUE DIVISION	SUMMER SCHOOL SUPPLEMENTAL SERVICES	YOUTH DEVELOPMENT	01	33,749.28
CS22-00071	LISA PIPPIN, LEP	INDEPENDENT EVALUATION	SPECIAL EDUCATION DEPARTMENT	01	5,994.00
CS22-00072	WINSOR LEARNING INC	Sunday System Training Days	ACADEMIC OFFICE	01	16,500.00
CS22-00073	FORECAST 5 ANALYTICS INC	FORECAST 5 - 1 YEAR LICENSE (RENEWAL FY 21/22)	BUSINESS SERVICES	01	19,890.50
CS22-00109	ACCELERATE EDUCATION INC	ACCELERATED ACADEMY CREDIT RECOVERY 21-22 SY	COUNSELING SERVICES	01	269,850.00
P21-03746	THE HOME DEPOT PRO	OVEN HOME DEPOT	JOHN H. STILL - K-8	01	3,266.20
P21-03747	SCUSD - TRAVEL CAL CARD	St. Francis Title II APSI- Kropp Symkowick	CONSOLIDATED PROGRAMS	01	1,100.00
P22-00075	SOUTHERN HEMISPHERE SHADES INC	SOUTHERN HEMISPHERE SHADES - CHILD DEV FEC @ HJ	CHILD DEVELOPMENT PROGRAMS	12	3,424.00
P22-00076	SHRED-IT STERICYCLE INC	CONFIRMING COMPLETED ORDER - SHREDDING SERVICE	LUTHER BURBANK HIGH SCHOOL	01	943.64

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-00077	GBC GENERAL BINDING CORP ACCO BRANDS USA LLC	MAINT. AGREEMENT LAMINATOR	LUTHER BURBANK HIGH SCHOOL	01	472.00
P22-00078	Equipmentsshare.com	PRYDE - EQUIPMENT RENTAL	LUTHER BURBANK HIGH SCHOOL	01	483.96
P22-00079	COLLEGE ENTRANCE EXAMINATION B OARD	AP BIOLOGY COURSE-EXAM DESCRIPTION BINDER	JOHN F. KENNEDY HIGH SCHOOL	01	44.36
P22-00080	EAST BAY RESTAURANT SUPPLY INC	SHELVING FOR McCLASKEY WALK-IN REFER	NUTRITION SERVICES DEPARTMENT	13	1,008.59
P22-00081	INTERNATIONAL BACCALAUREATE	IB ONLINE WORKSHOP - VAUGHN/STOCKDALE	KIT CARSON INTL ACADEMY	01	900.00
P22-00082	WATER WALKERS INC dba HEALTH-e PRO	CLOUD BASED MENU PLANNING SUBSCRIPTION FOR N.S.	NUTRITION SERVICES DEPARTMENT	13	9,595.00
P22-00083	JET MULCH INC	REDWOOD CHIPS FOR INTERIOR PLANTERS	FACILITIES MAINTENANCE	01	2,020.44
P22-00084	GBC GENERAL BINDING CORP	CARES Fund - Laminators	MATERIALS DEVELOPMENT LAB	01	4,203.22
P22-00085	GLOBAL PAYMENTS INC HEARTLAND SCHOOL SOLUTIONS	ASB ACCOUNTING SOFTWARE - BLUE BEAR MAINTENANCE	LUTHER BURBANK HIGH SCHOOL	01	385.00
P22-00086	MOHAWK CARPET DISTRIBUTION	WOODBINE OFFICE FLOORING	FACILITIES MAINTENANCE	01	925.98
P22-00087	SACRAMENTO METRO CABLE TV COMM	CABLECAST OF BOARD MEETINGS 2020-2021	BOARD OF EDUCATION	01	1,020.00
P22-00089	MOHAWK CARPET DISTRIBUTION	EDWARD KEMBLE FLOORING	FACILITIES MAINTENANCE	01	6,205.62
P22-00090	MOHAWK CARPET DISTRIBUTION	HIRAM JOHNSON LIBRARY FLOORING	FACILITIES MAINTENANCE	01	10,103.44
P22-00091	MOHAWK CARPET DISTRIBUTION	THEODORE JUDAH CLASSROOMS FLOORING	FACILITIES MAINTENANCE	01	9,242.77
P22-00092	NEW HOME BUILDING SUPPLY INC	SHELVING FOR PLANS ROOM M&O 5TH ST	FACILITIES MAINTENANCE	01	6,452.87
P22-00093	AVF SYSTEMS INC	SERNA DOOR FOR ACCESS CONTROL	FACILITIES MAINTENANCE	01	1,950.00
P22-00094	SCUSD - US BANK CAL CARD	GYM FLOOR REPAIRS - ORBITAL RENTAL	WEST CAMPUS	01	881.68
P22-00095	EAST BAY RESTAURANT SUPPLY INC	PANINI GRILL FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	1,137.98
P22-00096	OFFICE DEPOT	MAGNETIC WHITEBOARD/CORKBOARD FOR CK	NUTRITION SERVICES DEPARTMENT	13	48.60
P22-00097	KAMRAN & CO INC	KITCHEN EQUIPMENT FOR START-UP SY21-22	NUTRITION SERVICES DEPARTMENT	13	42,807.26
P22-00098	CDW GOVERNMENT	Storage Flash Drives	RISK MANAGEMENT	01	285.02
P22-00099	MATERIAL HANDLING SYSTEMS INC SACRAMENTO RACK AND SHELVING	PALLET RACKING FOR N.S. WAREHOUSE	NUTRITION SERVICES DEPARTMENT	13	8,877.93
P22-00100	HUBERT COMPANY LLC	VEGGIE NOODLER/SERVER FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	1,062.68

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## Includes Purchase Orders dated 07/15/2021 - 08/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-00101	SACRAMENTO RENDERING COMPANY	PROTEIN DISPOSAL FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	1,500.00
P22-00102	COMPLETE BUSINESS SYSTEMS	DUPLO MAINTENANCE CONTRACTS FY 21/22	C. K. McCLATCHY HIGH SCHOOL	01	1,500.00
P22-00103	THE HOME DEPOT PRO	GYM FLOORING REPAIR	WEST CAMPUS	01	7,706.76
P22-00104	AMAZON CAPITAL SERVICES	Backpacks and School Supplies	ENROLLMENT CENTER	01	5,285.18
P22-00105	NORTHSTAR AV	EPSON OEM REPLACEMENT LAMP/BULBS - TEACHERS	JOHN F. KENNEDY HIGH SCHOOL	01	1,761.75
P22-00106	CDW GOVERNMENT	HP Power Adapter - 65 Watts	BUDGET SERVICES	01	40.12
P22-00107	PITNEY BOWES INC	PURCHASE POWER ACCOUNT STATEMENT - CONFIRMING	JOHN F. KENNEDY HIGH SCHOOL	01	858.79
P22-00108	FARIA SYSTEMS INC	FY 21-22 - MANAGEBAC - ANNUAL FEE	KIT CARSON INTL ACADEMY	01	5,911.92
P22-00109	THE HOME DEPOT PRO	SMALLWARES FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	538.08
P22-00110	MT LIBRARY SERVICES JUNIOR LIB RARY GUILD	LIBRARY- JLG SUBSCRIPTION	HIRAM W. JOHNSON HIGH SCHOOL	01	3,366.68
P22-00111	AMAZON CAPITAL SERVICES	PADLOCKS FOR NS WHSE LOCKERS	NUTRITION SERVICES DEPARTMENT	13	157.35
P22-00112	CDW GOVERNMENT	PRINTERS FOR CLASSROOMS	CALIFORNIA MIDDLE SCHOOL	01	836.88
P22-00113	FOLLETT SCHOOL SOLUTIONS	NOVEL ORDER FOR LIBRARY	CALIFORNIA MIDDLE SCHOOL	01	2,781.60
P22-00114	ULINE	PALLET LABELS FOR NUTRITION SERVICE WAREHOUSE	NUTRITION SERVICES DEPARTMENT	13	605.63
P22-00115	SCHOOL DATEBOOKS, INC	FY 21-22 SCHOOL DATEBOOKS - STU AGENDAS	KIT CARSON INTL ACADEMY	01	2,317.76
P22-00116	GBC DIGITAL PRINT	LAMINATING MAINTENANCE AGREEMENT	CALIFORNIA MIDDLE SCHOOL	01	472.16
P22-00117	KAGAN PUBLISHING INC	NEW TEACHER MATERIALS	HIRAM W. JOHNSON HIGH SCHOOL	01	803.88
P22-00118	AMAZON CAPITAL SERVICES	USB CABLE & ADAPTER - MAY SONG	CHILD DEVELOPMENT PROGRAMS	12	42.38
P22-00119	SILKE COMMUNICATIONS	SILKE COMMUNICATIONS - FCC ANNUAL LICENSE/USAGE	TRANSPORTATION SERVICES	01	57,052.80
P22-00121	EPKO INDUSTRIES INC dba MDC WA LL COVERINGS	PRINTED WALL COVERING FOR NS ADMIN OFFICE	NUTRITION SERVICES DEPARTMENT	13	4,272.96
P22-00122	BOOKS EN MORE	JCBA NOVELS	HIRAM W. JOHNSON HIGH SCHOOL	01	996.58
P22-00123	VIRCO INC	TEACHER DESKS	HIRAM W. JOHNSON HIGH SCHOOL	01	6,682.25
P22-00125	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	CHARLOTTE'S WEB	WOODBINE ELEMENTARY SCHOOL	01	293.49
P22-00126	Avant Assessment LLC	Avant Multi-Lang Assessments WorldSpeak Lang Prof	MULTILINGUAL EDUCATION DEPT.	01	2,840.50

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**Includes Purchase Orders dated 07/15/2021 - 08/14/2021 \*\*\***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-00127	IMAGE ONE CORP	ONLINE LCFF SUPPORT AND MAINTENANCE	TECHNOLOGY SERVICES	01	1,650.00
P22-00128	GREENFIELD LEARNING INC	GREENFIELD 9-1-2024 thru 8-31-2026	LEATAATA FLOYD ELEMENTARY	01	17,850.00
P22-00129	RENAISSANCE LEARNING INC	RENAISSANCE RENEWAL	CALIFORNIA MIDDLE SCHOOL	01	7,026.90
P22-00130	PACIFIC OFFICE AUTOMATION	SERVICE AGREEMENT 2021/22 SY	ALICE BIRNEY WALDORF - K-8	01	425.00
P22-00131	CAL DEPT OF SOCIAL SERVICES	LICENSING FEE - CAMELLIA PRESCHOOL	CHILD DEVELOPMENT PROGRAMS	12	242.00
P22-00132	TouchMath Acquisition LLC	TOUCHMATH2	LEATAATA FLOYD ELEMENTARY	01	9,006.18
P22-00133	CDW GOVERNMENT	DOCKING STATIONS REQUIRED FOR CLASSROOM READINESS	TECHNOLOGY SERVICES	01	61,987.50
P22-00134	SOFTCHOICE	MICROSOFT 365 LICENSES: 9/1/21 - 10/31/22	TECHNOLOGY SERVICES	01	196,173.38
P22-00135	HENGHOLD MOTOR CO INC	ELECTRICAL SHOP VEHICLE REPLACEMENT (SUPERVISOR)	FACILITIES MAINTENANCE	01	42,425.47
P22-00136	HENGHOLD MOTOR CO INC	ELECTRICAL SHOP VEHICLE REPLACEMENT (EL 56)	FACILITIES MAINTENANCE	01	42,425.46
P22-00137	HENGHOLD MOTOR CO INC	NEW VEHICLE FOR GLAZING DEPT	FACILITIES MAINTENANCE	01	40,250.46
P22-00138	HENGHOLD MOTOR CO INC	NEW VEHICLE FOR HVAC DEPARTMENT	FACILITIES MAINTENANCE	01	40,250.46
P22-00139	HENGHOLD MOTOR CO INC	NEW VEHICLE FOR HVAC DEPARTMENT	FACILITIES MAINTENANCE	01	39,159.02
P22-00140	HENGHOLD MOTOR CO INC	VEHICLE REPLACEMENT (PB202)	FACILITIES MAINTENANCE	01	43,512.97
P22-00141	CITY OF SACRAMENTO REVENUE DIVISION	ELDER CREEK SIDEWALK REPAIRS	FACILITIES MAINTENANCE	01	3,655.23
P22-00142	REGASGROUP INC	CONFIRMING: WOODBINE ASBESTOS CLEARANCE TESTING	FACILITIES MAINTENANCE	01	1,615.00
P22-00143	AMAZON CAPITAL SERVICES	PLASTIC SHELF BINS FOR NS WHSE SMALLWARES	NUTRITION SERVICES DEPARTMENT	13	449.72
P22-00144	EASTBAY INC	FOOTBALL UNIFORMS	C. K. McCLATCHY HIGH SCHOOL	01	11,698.63
P22-00145	BOOKS EN MORE	SPANISH BOOKS/NOVELS	WEST CAMPUS	01	608.24
P22-00146	CDW GOVERNMENT	COVID - Remote Working	RISK MANAGEMENT	01	471.59
P22-00147	ARC DOCUMENT SOLUTIONS LLC	COVID; Cube Mate Partitions	RISK MANAGEMENT	01	679,497.19
P22-00148	BLICK ART MATERIALS LLC	WATER COLORS	HIRAM W. JOHNSON HIGH SCHOOL	01	751.68
P22-00149	PASCO SCIENTIFIC INC	METRIC SPRING SCALE	HIRAM W. JOHNSON HIGH SCHOOL	01	675.34
P22-00150	INCSTORES LLC	RUBBER FLOORING FOR WEIGHT ROOM	HIRAM W. JOHNSON HIGH SCHOOL	01	13,246.72

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-00151	THE HOME DEPOT PRO	PYRDE - MATERIALS FOR GYM FLOOR	LUTHER BURBANK HIGH SCHOOL	01	4,105.04
P22-00152	OFFICE DEPOT	STORAGE CONTAINERS	HIRAM W. JOHNSON HIGH SCHOOL	01	314.15
P22-00153	OFFICE DEPOT	HMS - 2" BINDERS	HIRAM W. JOHNSON HIGH SCHOOL	01	2,251.13
P22-00154	PATON GROUP	JCBA- PRINTER INK AND MATERIALS	HIRAM W. JOHNSON HIGH SCHOOL	01	8,294.92
P22-00155	OFFICE DEPOT	ADAPTERS FOR SOUND IN AUDITORIUM	JOHN F. KENNEDY HIGH SCHOOL	01	170.09
P22-00156	PITNEY BOWES INC	POSTAGE METER INK CARTRIDGES	HIRAM W. JOHNSON HIGH SCHOOL	01	129.40
P22-00157	AMAZON CAPITAL SERVICES	MOBILE DESK/ FOOT REST	HIRAM W. JOHNSON HIGH SCHOOL	01	223.54
P22-00158	AMAZON CAPITAL SERVICES	PHYSICS SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	156.48
P22-00159	TEACHER SYNERGY LLC dba TEACHE RS PAY TEACHERS	HMS TPT SUBSCRIPTION	HIRAM W. JOHNSON HIGH SCHOOL	01	4,400.00
P22-00160	NICK SUSAC dba OLD WORLD CUSTO M HOMES	BASEBALL FIELD - GRASS SEED	LUTHER BURBANK HIGH SCHOOL	01	564.50
P22-00161	MACMILLAN HOLDINGS LLC	3 YR Online AP Stats, thru 2023-2024, CARES Funds	LIBRARY/TEXTBOOK SERVICES	01	46,316.41
P22-00162	SCUSD - US BANK CAL CARD	SOCIAL SCIENCE MATERIALS	HIRAM W. JOHNSON HIGH SCHOOL	01	339.34
P22-00163	DELTAMATH SOLUTIONS INC	DELTAMATH PLUS SOFTWARE 13 LICENSE FOR 21-22SY	C. K. McCLATCHY HIGH SCHOOL	01	1,235.00
P22-00164	AMERICAN ACADEMY OF PEDIATRICS	21-22 AM. ACAD. OF PEDIATRICS- ONLINE SUBSCRIPTION	HEALTH SERVICES	01	3,014.00
P22-00165	OPTIMA INC dba MYWHITEBOARDS.C OM	STUDENT WHITE BOARDS-GRADES KINDER-6TH	CAMELLIA BASIC ELEMENTARY	01	1,736.77
P22-00166	ROCHESTER 100 INC	NICKY FOLDERS FOR STUDENTS	CAMELLIA BASIC ELEMENTARY	01	1,315.88
P22-00167	AMAZON CAPITAL SERVICES	BOOK ORDER FOR STAFF	ACADEMIC OFFICE	01	574.04
P22-00168	HARROLD FORD CAPPO MANAGEMENT XXXIX	FACILITIES VEHICLE REPLACEMENT	FACILITIES MAINTENANCE	01	31,699.56
P22-00169	HARROLD FORD CAPPO MANAGEMENT XXXIX	FACILITIES VEHICLE REPLACEMENT	FACILITIES MAINTENANCE	01	31,699.56
P22-00170	HARROLD FORD CAPPO MANAGEMENT XXXIX	FACILITIES VEHICLE REPLACEMENT	FACILITIES MAINTENANCE	01	31,699.56
P22-00171	THE HOME DEPOT PRO	MATERIALS FOR GYM FLOOR - EAST GUM	LUTHER BURBANK HIGH SCHOOL	01	1,072.95
P22-00172	AMAZON CAPITAL SERVICES	Book "Troublemakers" for Doug Huscher	EQUITY, ACCESS & EXCELLENCE	01	26.00
P22-00173	AMAZON CAPITAL SERVICES	NJROTC DRONE - NAVY WILL REIMBURSE	LUTHER BURBANK HIGH SCHOOL	01	380.59

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-00174	BRIAN LAIRD	REIMB 2105 FOR JEOPARDYLABS	WEST CAMPUS	01	20.00
P22-00175	JILL HINSDALE dba A-1 COPIERS & NETWORKS	MAINTENANCE CONTRACT - COPIER	GOLDEN EMPIRE ELEMENTARY	01	1,470.00
P22-00176	NASSP/NHS	NHS AFFILIATION	HIRAM W. JOHNSON HIGH SCHOOL	01	385.00
P22-00177	ADD SOME CLASS	COVID-19 - SUPPLIES FOR PORTABLE SINKS	BUILDINGS & GROUNDS/OPERATIONS	01	30,040.02
P22-00178	THE HOME DEPOT PRO	CONTAINERS AND CONTAINER DOLLIES	BUILDINGS & GROUNDS/OPERATIONS	01	15,533.85
P22-00179	JM ENVIRONMENTAL INC	ASBESTOS ABATEMENT @ LEONARDO DA VINCI	FACILITIES MAINTENANCE	01	10,903.00
P22-00180	COMMERCIAL PUMP SERVICE INC	SEWER CONTROL PANEL FOR PACIFIC ELEMENTARY	FACILITIES MAINTENANCE	01	14,988.10
P22-00181	BARNES WELDING SUPPLY	MULTIMATIC MACHINE/KIT- DAVID STAFFORD@RHS	CAREER & TECHNICAL PREPARATION	01	18,111.74
P22-00182	ENVIRONMENTAL MARKETING	CHEMICAL REMOVAL	HIRAM W. JOHNSON HIGH SCHOOL	01	1,845.00
P22-00183	WEST COAST ARBORISTS INC	TREE SERVICE - GOLDEN EMPIRE	FACILITIES MAINTENANCE	01	8,820.00
P22-00184	BOOKS EN MORE	BOOKS NEEDED FOR SUMMER INSTRUCTION-PAID BY DIST.	ENGINEERING AND SCIENCES HS	01	523.95
P22-00185	SCUSD - US BANK CAL CARD	STEEL UMBRELLA BASES FOR NS FOOD TRUCK	NUTRITION SERVICES DEPARTMENT	13	869.95
P22-00186	AMAZON CAPITAL SERVICES	IPAD STANDS - AHISHA LEWIS	CHILD DEVELOPMENT PROGRAMS	12	694.03
P22-00187	KAUNSAUSHA MONTEIRO	REIMB 2106 FOR SUMMER SUPPLIES	ENGINEERING AND SCIENCES HS	01	402.87
P22-00188	AMAZON CAPITAL SERVICES	MATERIALS NEEDED FOR SUMMER SCHOOL- PAID BY DIST.	ENGINEERING AND SCIENCES HS	01	275.55
P22-00189	FRONTLINE TECHNOLOGIES GROUP L LC	ESCAPE SOFTWARE LICENSE RENEWAL, FISCAL YR 2021-22	TECHNOLOGY SERVICES	01	522,294.79
P22-00190	CASBO	CASBO ANNUAL MEMBERSHIP- FY 2021-222	BUSINESS SERVICES	01	5,250.00
P22-00191	CSBA	CSBA MEMBERSHIP / ELA MEMBERSHIP FOR 2021-22	BOARD OF EDUCATION	01	34,895.00
P22-00192	Pacific Decrative Concrete	REDDING AVE- REPAIRS TO FLOOR	FACILITIES MAINTENANCE	01	47,750.00
P22-00193	TU CARROZ	REIMB 2106 FOR COMPUTER SUPPLIES	ACADEMIC OFFICE	01	140.04
P22-00194	HEARTLAND SCHOOL SOLUTIONS	NUTRIKIDS ANNUAL NETWORK LICENSE FEE 21-22	NUTRITION SERVICES DEPARTMENT	13	702.50
P22-00195	INFINITE CAMPUS INC	INFINITE CAMPUS SUPPORT/LICENSE 7/1/21 - 6/30/22	TECHNOLOGY SERVICES	01	494,486.61

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## Includes Purchase Orders dated 07/15/2021 - 08/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-00196	Zoom Video Communications, Inc	ZOOM: K-12 2021-22	TECHNOLOGY SERVICES	01	55,426.00
P22-00197	AMAZON CAPITAL SERVICES	FLAG FOR SCHOOL SITE	SUTTER MIDDLE SCHOOL	01	43.89
P22-00198	GRAINGER INC	EQUIPMENT FOR CENTRAL PRINT	CENTRAL PRINTING SERVICES	01	322.34
P22-00199	H&H PUBLISHING CO	CB CARES H&H Pub	CONSOLIDATED PROGRAMS	01	704.50
P22-00200	EASTBAY INC	RECRUITMENT APPAREL	ENGINEERING AND SCIENCES HS	01	250.90
P22-00201	METRO MAILING SERVICE INC	POSTCARDS 21-22 ENROLLMENT - ROSE MOYA	CHILD DEVELOPMENT PROGRAMS	12	1,102.16
P22-00202	BULK BOOKSTORE	PURCHASE SUPPLEMENTAL ELA MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	821.39
P22-00203	AMAZON CAPITAL SERVICES	OUTDOOR UMBRELLAS FOR NS FOOD TRUCK	NUTRITION SERVICES DEPARTMENT	13	868.05
P22-00204	IXL LEARNING INC	IXL LEARNING SUBSCRIPTION	ENGINEERING AND SCIENCES HS	01	6,495.00
P22-00205	AMAZON CAPITAL SERVICES	MONITOR MOUNT FOR ADMIN USE	ENGINEERING AND SCIENCES HS	01	38.05
P22-00206	SEESAW LEARNING INC	Online learning subscription FY 2021-22	SUSAN B. ANTHONY ELEMENTARY	01	3,786.13
P22-00207	WESTERN CONTRACT FURNISHERS IN	COVID-19 SERNA CUBICLE REPAIRS	FACILITIES MAINTENANCE	01	129,901.85
P22-00208	TOUCHLINE SOFTWARE INC	TOUCHLINE SOFTWARE - QUICK PERMIT RENEWAL	WEST CAMPUS	01	385.00
P22-00209	TEACHER SYNERGY LLC dba TEACHERS PAY TEACHERS	SPANISH CURRICULUM	WEST CAMPUS	01	185.63
P22-00210	CASPIO INC	TREAT AS CONFIRMING-CASPIO 2021-22 S.Y.	INDIAN EDUCATON	01	1,459.25
P22-00211	UNDERGROUND BOOKS	BOOK PURCHASE FOR STAFF DEV ON ANTI-RACISIM	C. K. McCLATCHY HIGH SCHOOL	01	1,033.94
P22-00212	INTERACTIVE APPLICATIONS INC S OLID PROFESSOR	RENEWAL SOLIDPROFESSOR SOFTWARE-D. STAFFORD	CAREER & TECHNICAL PREPARATION	01	5,000.00
P22-00213	OFFICE DEPOT	SQUARE READER	ACCOUNTING SERVICES DEPARTMENT	01	54.36
P22-00214	JON K TAKATA CORP RESTORATION MANAGEMENT CO	REMOVAL/DISPOSAL ASBESTOS - HIRAM JOHNSON LIBRARY	FACILITIES MAINTENANCE	01	27,356.41
P22-00215	R&J Trailers, Inc.	LABORER SHOP TRAILER	FACILITIES MAINTENANCE	01	13,112.86
P22-00216	DFS FLOORING LP	SES SCIENCE CLASSROOM FLOOR REPAIRS	FACILITIES MAINTENANCE	01	25,087.00
P22-00217	MSI- MECHANICAL SYSTEMS	COVID-19 HVAC REPLACEMENT SEQUOIA RM 15 WMHP	FACILITIES MAINTENANCE	01	13,770.00
P22-00218	MSI- MECHANICAL SYSTEMS	COVID-19 HVAC REPLACEMENT SUTTER RM 116	FACILITIES MAINTENANCE	01	13,770.00

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## Includes Purchase Orders dated 07/15/2021 - 08/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-00219	MSI- MECHANICAL SYSTEMS	COVID-19 HVAC REPLACEMENT EINSTEIN KITCHEN	FACILITIES MAINTENANCE	01	34,870.00
P22-00220	MSI- MECHANICAL SYSTEMS	COVID-19 HVAC REPLACEMENT CAJ SERVER ROOM	FACILITIES MAINTENANCE	01	8,270.00
P22-00221	MSI- MECHANICAL SYSTEMS	COVID-19 HVAC REPLACEMENT CAJ WMHP	FACILITIES MAINTENANCE	01	13,770.00
P22-00222	MSI MECHANICAL SYS	COVID - HVAC REPLACEMENT HIRAM JOHNSON #2	FACILITIES MAINTENANCE	01	17,270.00
P22-00223	MSI MECHANICAL SYS	COVID - HVAC REPLACEMENT T. JUDH MULTI ROOM	FACILITIES MAINTENANCE	01	25,720.00
P22-00224	MSI MECHANICAL SYS	COVID - HVAC REPLACEMENT TAHOE RMS 12 & 14	FACILITIES MAINTENANCE	01	27,270.00
P22-00225	MSI MECHANICAL SYS	COVID - HVAC REPLACEMENT OAKRIDGE KITCHEN	FACILITIES MAINTENANCE	01	12,270.00
P22-00226	MSI MECHANICAL SYS	COVID - HVAC REPLACEMENT P. HEARST MULTI ROOM	FACILITIES MAINTENANCE	01	25,270.00
P22-00227	MSI MECHANICAL SYS	COVID - HVAC REPLACEMENTS JOHN BIDWELL	FACILITIES MAINTENANCE	01	108,610.00
P22-00228	FOLLETT SCHOOL SOLUTIONS	K-8 Library Loss Replacement CARES funds	LIBRARY/TEXTBOOK SERVICES	01	11,438.06
P22-00229	FOLLETT SCHOOL SOLUTIONS	A,Einstein MS Library Loss Replacement CARES	LIBRARY/TEXTBOOK SERVICES	01	2,624.97
P22-00230	FOLLETT SCHOOL SOLUTIONS	California MS Library Loss Replacement CARES funds	LIBRARY/TEXTBOOK SERVICES	01	2,975.25
P22-00231	FOLLETT SCHOOL SOLUTIONS	Fern Bacon MS Library Loss Replacement CARES funds	LIBRARY/TEXTBOOK SERVICES	01	2,683.35
P22-00232	FOLLETT SCHOOL SOLUTIONS	Sam Brannan MS Library Replacement CARES funds	LIBRARY/TEXTBOOK SERVICES	01	2,830.83
P22-00233	FOLLETT SCHOOL SOLUTIONS	Sutter MS Library Loss Replacement CARES funds	LIBRARY/TEXTBOOK SERVICES	01	4,397.01
P22-00234	FOLLETT SCHOOL SOLUTIONS	Will C.Wood MS Library Replacement CARES funds	LIBRARY/TEXTBOOK SERVICES	01	3,818.68
P22-00235	FOLLETT SCHOOL SOLUTIONS	CKM Library Loss Replacement CARES funds	LIBRARY/TEXTBOOK SERVICES	01	2,692.91
P22-00236	FOLLETT SCHOOL SOLUTIONS	Hiram Johnson Library Loss Replacement CARES funds	LIBRARY/TEXTBOOK SERVICES	01	2,171.05
P22-00237	FOLLETT SCHOOL SOLUTIONS	JFK Library Loss Replacement CARES funds	LIBRARY/TEXTBOOK SERVICES	01	2,801.42
P22-00238	FOLLETT SCHOOL SOLUTIONS	Kit Carson Library Loss Replacement CARES funds	LIBRARY/TEXTBOOK SERVICES	01	2,862.38
P22-00239	FOLLETT SCHOOL SOLUTIONS	L.Burbank Library Loss Replacement CARES funds	LIBRARY/TEXTBOOK SERVICES	01	2,544.51

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## Includes Purchase Orders dated 07/15/2021 - 08/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-00240	FOLLETT SCHOOL SOLUTIONS	Rosemont Library Loss Replacement, CARES funds	LIBRARY/TEXTBOOK SERVICES	01	2,728.97
P22-00241	FOLLETT SCHOOL SOLUTIONS	West Campus Library Loss Replacement CARES funds	LIBRARY/TEXTBOOK SERVICES	01	2,906.87
P22-00242	GARY BYRDSONG	REIMB 2107 FOR BASEBALL FIELD CEMENT - USE E41619	LUTHER BURBANK HIGH SCHOOL	01	924.38
P22-00243	SUPER DUPER PUBLICATIONS	SPEECH MATERIALS	SPECIAL EDUCATION DEPARTMENT	01	3,379.61
P22-00244	SUPER DUPER PUBLICATIONS	SPEECH MATERIALS	SPECIAL EDUCATION DEPARTMENT	01	3,253.39
P22-00245	SUPER DUPER PUBLICATIONS	SPEECH MATERIALS	SPECIAL EDUCATION DEPARTMENT	01	516.04
P22-00246	ACADEMIC THERAPY PUBLICATIONS	SPEECH MATERIALS	SPECIAL EDUCATION DEPARTMENT	01	422.63
P22-00247	DWIGHT TAYLOR SR	CONFIRMING***TEXT FOR MEN'S LEADERSHIP ACADEMY	ALBERT EINSTEIN MIDDLE SCHOOL	01	1,050.00
P22-00248	POSMICRO.COM	Barcode Scanners	LIBRARY/TEXTBOOK SERVICES	01	706.88
P22-00249	PRO-ED INC	PSYCHOLOGIST PROTOCOLS	SPECIAL EDUCATION DEPARTMENT	01	2,487.38
P22-00250	CDW GOVERNMENT	TECHNOLOGY FOR STUDENT/CLASSROOM USE	ENGINEERING AND SCIENCES HS	01	14,000.32
P22-00251	APPLE INC	LAPTOPS FOR STAFF USE TO FACILITATE INSTRUCTION	ENGINEERING AND SCIENCES HS	01	6,523.31
P22-00253	CDW GOVERNMENT	PRINTERS FOR ADMIN	C. K. McCLATCHY HIGH SCHOOL	01	1,521.42
P22-00254	OFFICE DEPOT	DESK CONVERTER FOR COUNSELING OFFICE	JOHN F. KENNEDY HIGH SCHOOL	01	141.36
P22-00255	OFFICE DEPOT	SIT TO STAND DESK CONVERTER FOR COULSELING OFFICE	JOHN F. KENNEDY HIGH SCHOOL	01	217.49
P22-00256	OFFICE DEPOT	THREE DRAWER FILE CABINET - ATTENDANCE OFFICE	JOHN F. KENNEDY HIGH SCHOOL	01	374.09
P22-00257	OFFICE DEPOT	CORK BULLETIN BOARDS FOR COUNSELORS OFFICES	JOHN F. KENNEDY HIGH SCHOOL	01	847.93
P22-00258	SCHOOL SPECIALTY	FILAMENTS FOR 3D PRINTER	JOHN F. KENNEDY HIGH SCHOOL	01	221.52
P22-00259	BOOKS EN MORE	BOOKS FOR PIER TRAINING - EQ	JOHN F. KENNEDY HIGH SCHOOL	01	423.58
P22-00260	Pole-Tech Co, Inc	PARTS FOR SCHOOL FLAG INSTALLATION	JOHN F. KENNEDY HIGH SCHOOL	01	107.00
P22-00261	PITNEY BOWES INC	REMAINDER OF PAY/PITNEY BOWES LEASE- 2021/22	JOHN F. KENNEDY HIGH SCHOOL	01	20.00
P22-00262	JOSTENS INC	GRADUATION GOWNS FOR JFK FACULTY	JOHN F. KENNEDY HIGH SCHOOL	01	1,052.13
P22-00263	OFFICE DEPOT	OFFICE FURNITURE	SUCCESS ACADEMY	01	342.55
P22-00264	AMAZON CAPITAL SERVICES	Classroom Materials	SUCCESS ACADEMY	01	309.69

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-00265	JAMF HOLDINGS INC JAMF SOFTWARE LLC	JAMF - MOBILE DEVICE MGMT FOR MACS AND IPHONES	TECHNOLOGY SERVICES	01	88,290.00
P22-00266	VIMEO INC	LIVESTREAMING RENEWAL, 7/30/21 - 7/30/22	TECHNOLOGY SERVICES	01	11,506.00
P22-00267	CDW GOVERNMENT	COVID - Remote Working Keyboards	RISK MANAGEMENT	01	1,087.06
P22-00268	Rollac Shutter of Texas Inc.	COVID-19 ROLL-UP SHUTTER DRIVES FOR VARIOUS SITES	FACILITIES MAINTENANCE	01	6,877.23
P22-00269	BIZON GROUP INC dba CONEXWEST	COVID-19 STORAGE CONTAINERS FOR PPE EQUIPMENT	FACILITIES MAINTENANCE	01	112,344.75
P22-00270	OFFICE DEPOT	WIOA TITLE I-RSS_5885_OFFICE DEPOT	NEW SKILLS & BUSINESS ED. CTR	11	3,518.30
P22-00271	TEACHING STRATEGIES INC	TEACHING STRATEGIES - CURRICULUM SET FOR LIBRARY	CHILD DEVELOPMENT PROGRAMS	12	4,373.30
P22-00272	OFFICE DEPOT	WIOA TITLE I-RSS/SUP-COV19_OFFICE DEPOT	NEW SKILLS & BUSINESS ED. CTR	11	9,305.48
P22-00273	THE HOME DEPOT PRO	TRASH CANS	ROSEMONT HIGH SCHOOL	01	624.30
P22-00275	INTERNATIONAL BACCALAUREATE	FY 21-22 I.B. ANNUAL MYP AND DIPLOMA FEES	KIT CARSON INTL ACADEMY	01	20,694.00
P22-00276	EDGEWOOD PRESS INC	STUDENT FOLDERS	ROSEMONT HIGH SCHOOL	01	973.38
P22-00277	GEO DRILLING FLUIDS INDUSTRIAL MINERALS CO	CERAMIC SUPPLIES	ROSEMONT HIGH SCHOOL	01	684.08
P22-00278	ALPHA CERAMIC SUPPLIES INC ALP HA FIRED ARTS	CERAMIC SUPPLIES	ROSEMONT HIGH SCHOOL	01	1,542.44
P22-00279	LIVESCHOOL INC	LIVESCHOOL PROGRAM	SUCCESS ACADEMY	01	792.00
P22-00280	MOBYMAX LLC	MOBYMAX PROGRAM	SUCCESS ACADEMY	01	3,495.00
P22-00281	SAVVAS	3 Yr Online Pre Calculus Access, until 2023-2024	LIBRARY/TEXTBOOK SERVICES	01	25,246.86
P22-00282	CONTROLTEC INC	CENTER TRACK SUPPORT AND SERVICE FEES	CHILD DEVELOPMENT PROGRAMS	12	8,340.00
P22-00283	ACCREDITING COMMISSION FOR SCHOOLS, WASC	ANNUAL MEMBERSHIP DUES -WASC ACCREDITATION	NEW SKILLS & BUSINESS ED. CTR	11	1,100.00
P22-00284	PEAK ADVENTURES	JCBA CHALLENGE CENTER	HIRAM W. JOHNSON HIGH SCHOOL	01	4,200.00
P22-00285	SCHOOL SPECIALTY	CERAMIC SUPPLIES	ROSEMONT HIGH SCHOOL	01	2,953.93
P22-00286	CENGAGE LEARNING	3 Year Online Calculus access	LIBRARY/TEXTBOOK SERVICES	01	50,220.00
P22-00287	KAPLAN HIGHER EDUCATION CORP	KAPLAN PREP EXAM_VN 24_NURSING	NEW SKILLS & BUSINESS ED. CTR	11	1,999.95
P22-00288	SCHOOLMATE INC	STUDENT STUDY PLANNERS	HUBERT H BANCROFT ELEMENTARY	01	267.49
P22-00289	LAKESHORE LEARNING MATERIALS	SDC AUT - CAL MIDDLE & CKM	SPECIAL EDUCATION DEPARTMENT	01	10,036.58
P22-00290	APPLE INC	iPADS FOR OPERATIONS	FACILITIES SUPPORT SERVICES	01	5,947.65

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ESCAPE ONLINE



## Includes Purchase Orders dated 07/15/2021 - 08/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-00291	ADD SOME CLASS	COVID-19 - CLEAN HANDS HELPER (SINK/DISPENSER)	BUILDINGS & GROUNDS/OPERATIONS FACILITIES MAINTENANCE	01	321,320.36
P22-00292	HENGHELD MOTOR CO INC	VEHICLE REPLACEMENT FOR ELECTRONICS	FACILITIES MAINTENANCE	01	46,936.69
P22-00293	POWERSCHOOL GROUP LLC	PowerSchool 2021-22	ACADEMIC OFFICE	01	37,387.35
P22-00294	CDW GOVERNMENT	LAPTOPS FOR OPERATIONS	FACILITIES SUPPORT SERVICES	01	9,522.90
P22-00295	THE HONEY AGENCY INC	POSTCARD MENU DESIGN FOR NS FOOD TRUCK	NUTRITION SERVICES DEPARTMENT	13	1,850.00
P22-00296	LAKESHORE LEARNING MATERIALS	SDC AUT - PRIMARY (ROSA PARKS)	SPECIAL EDUCATION DEPARTMENT	01	4,235.64
P22-00297	LAKESHORE LEARNING MATERIALS	SDC AUT - PRIMARY (SEQUOIA)	SPECIAL EDUCATION DEPARTMENT	01	4,235.64
P22-00299	AMAZON CAPITAL SERVICES	PSYCHOEDUCATIONAL REPORTS - BOOK	SPECIAL EDUCATION DEPARTMENT	01	1,486.23
P22-00300	DWIGHT TAYLOR SR	"DOMIN8 YOUR DAY" STUDEND EDITION BOOKS - EQ	JOHN F. KENNEDY HIGH SCHOOL	01	1,125.00
P22-00301	AMAZON CAPITAL SERVICES	SITE MATERIALS	SUCCESS ACADEMY	01	151.23
P22-00302	ANN EUNHYANG KIM dba ARDEN FAI R CLEANERS	ROTC DRY CLEANING	HIRAM W. JOHNSON HIGH SCHOOL	01	3,018.00
P22-00303	TOYOTA MATERIAL HANDLING NORTH ERN CALIFORNIA	CARTS FOR CUSTODIANS	ROSEMONT HIGH SCHOOL	01	26,435.39
P22-00304	STERICYCLE INC	FINAL INVOICE - JULY SHRED - CD SERNA & HJ FEC	CHILD DEVELOPMENT PROGRAMS	12	476.00
P22-00305	PAXTON PATTERSON LLC	RENEWAL SITE LICENSE 5 YEAR- DAVID ALLEN@WCW	CAREER & TECHNICAL PREPARATION	01	2,800.00
P22-00306	BOOKS EN MORE	BOOKS FOR DRAMA CLASS (HARMONY)	JOHN F. KENNEDY HIGH SCHOOL	01	793.39
P22-00307	BOOKS EN MORE	BOOKS FOR THE JFK DRAMA CLASS (2)	JOHN F. KENNEDY HIGH SCHOOL	01	270.93
P22-00308	OFFICE DEPOT	MAGNETIC DRY ERASE WHITEBOARD - TUTORING CENTER	JOHN F. KENNEDY HIGH SCHOOL	01	100.49
P22-00309	OFFICE DEPOT	MINI MAGNETIC DRY-ERASE BOARDS - TUTORING OFFICE	JOHN F. KENNEDY HIGH SCHOOL	01	20.85
P22-00310	PEARSON CLINICAL ASSESSMENT OR DERING DEPARTMENT	PSYCHOLOGIST PROTOCOLS-PEARSONS	SPECIAL EDUCATION DEPARTMENT	01	58,539.29
P22-00312	PITNEY BOWES INC	PITNEY BOWES LEASE AGREEMENT UNPAID -CONFIRMING	JOHN F. KENNEDY HIGH SCHOOL	01	590.90
P22-00313	VeriCor LLC	COVID IMMUNIZATION CLINIC - VACCINE STORAGE CUBES	HEALTH SERVICES	01	7,256.17
P22-00314	BOOKS EN MORE	BOOKS EN MORE-CLSSRM LIBRARIES 7TH-SUPPL MATERIALS	FERN BACON MIDDLE SCHOOL	01	2,870.17

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## Includes Purchase Orders dated 07/15/2021 - 08/14/2021 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-00315	BRESY BALTAZAR	SETTLEMENT PAYMENT OAH 2018060844	SPECIAL EDUCATION DEPARTMENT	01	500.00
P22-00316	BRESY BALTAZAR	SETTLEMENT PAYMENT OAH 2018060844	SPECIAL EDUCATION DEPARTMENT	01	200.00
P22-00317	AMAZON CAPITAL SERVICES	DRY ERASE LAPBOARDS	HIRAM W. JOHNSON HIGH SCHOOL	01	173.80
P22-00318	AMAZON CAPITAL SERVICES	HEADPHONES	CESAR CHAVEZ INTERMEDIATE	01	125.28
P22-00319	AMAZON CAPITAL SERVICES	ADMIN SUPPORT	CESAR CHAVEZ INTERMEDIATE	01	197.03
P22-00320	HERFF JONES INC	Graduation Diplomas, Covers, and Cords	THE MET	09	994.36
P22-00321	CALIFORNIA'S COALITION FOR ADE QUATE SCHOOL HOUSING	CA COALITION FOR ADEQUATE SCHOOL HOUSING MBRSHIP	FACILITIES SUPPORT SERVICES	01	952.00
P22-00322	MOORE MEDICAL CORP	COVID - IMMUNIZATION CLINIC FREEZER + SYRINGES	HEALTH SERVICES	01	2,342.09
P22-00323	PRICE PHILANTHROPIES FOUND	*TREAT AS PREPAID P.O.* URBAN EDUCATION DIALOGUE	SUPERINTENDENTS OFFICE	01	1,000.00
P22-00324	AURORA ENVIRONMENTAL SERVICES	MULTI-SITES SCOPE OF WORK - AURORA ENVIRONMENTAL	RISK MANAGEMENT	01	38,400.00
P22-00325	AIR FILTER SUPPLY	COVID-19 - AIR FILTERS FOR 96 SITES	FACILITIES MAINTENANCE	01	137,283.54
P22-00326	AIR FILTER SUPPLY	COVID 19 - INSTALLATION OF FILTERS @ 96 SITES	FACILITIES MAINTENANCE	01	83,000.00
P22-00327	INTECH MECHANICAL COMPANY	COVID - HVAC REPAIRS @ SACRAMENTO HIGH RM P14	FACILITIES MAINTENANCE	01	1,187.55
P22-00328	INTECH MECHANICAL COMPANY	COVID - HVAC REPAIRS @ SAC HIGH - W19 IDF ROOM	FACILITIES MAINTENANCE	01	1,973.81
P22-00329	INTECH MECHANICAL COMPANY	COVID - HVAC REPAIRS AT CAJ SKILLS CTR ROOM 208	FACILITIES MAINTENANCE	01	4,647.98
P22-00330	FREEWAY TOYOTA	HYBRID VEHICLES FOR NUTRITION SERVICES (ESSER)	NUTRITION SERVICES DEPARTMENT	01	253,076.90
P22-00331	DIARMUID INC	Classroom Materials for Ms. Johnson	EARL WARREN ELEMENTARY SCHOOL	01	461.10
P22-00332	SUPPLY NETWORK	CONFIRMING: RECRUITMENT & COMMUNICATION BANNERS	ENGINEERING AND SCIENCES HS	01	1,035.30
P22-00333	FIRST	FIRST LEGO LEAGUE REGISTRATION AND SUPPLIES	WILL C. WOOD MIDDLE SCHOOL	01	671.88
P22-00334	KAPLAN EARLY LEARNING CO	QRIS SUPPLIES - DORIS REESE	CHILD DEVELOPMENT PROGRAMS	12	1,380.87
P22-00335	ACADEMIC AFFAIRS YOUR GRADUATI ON SUPPLY	DIPLOMA COVERS ONLY	DEPUTY SUPERINTENDENT	01	1,136.95

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ESCAPE ONLINE

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**Includes Purchase Orders dated 07/15/2021 - 08/14/2021 \*\*\***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-00336	AMAZON CAPITAL SERVICES	IR THERMOMETERS FOR REFER TRUCKS	NUTRITION SERVICES DEPARTMENT	13	317.48
P22-00337	SCHOLASTIC EDUCATION	LIBRARY NOVEL ORDER	CALIFORNIA MIDDLE SCHOOL	01	1,742.61
TB22-00001	TEXTBOOK WAREHOUSE LLC	AP Economics Textbooks for 2021-2022 school year	LIBRARY/TEXTBOOK SERVICES	01	8,456.40
TB22-00002	TEXTBOOK WAREHOUSE LLC	IB Spanish for Kit Carson	LIBRARY/TEXTBOOK SERVICES	01	1,492.49
TB22-00003	CENGAGE LEARNING	MS Inside the USA (ELD) Student Workbooks	LIBRARY/TEXTBOOK SERVICES	01	4,390.78
TB22-00004	TEXTBOOK WAREHOUSE LLC	2021-2022 1st grade curriculum to cover shortage	LIBRARY/TEXTBOOK SERVICES	01	6,941.15
TB22-00005	FOLLETT SCHOOL SOLUTIONS	Alice Birney Textbook Replacement, pay w/CV19210	LIBRARY/TEXTBOOK SERVICES	01	89.29
<b>Total Number of POs</b>			<b>779</b>	<b>Total</b>	<b>28,103,147.42</b>

**Fund Recap**

Fund	Description	PO Count	Amount
01	General Fund	5	12,667.95
		<b>Total Fiscal Year 2021</b>	<b>12,667.95</b>
01	General Fund	674	15,577,673.92
09	Charter School	17	127,802.36
11	Adult Education	6	25,123.73
12	Child Development	9	20,074.74
13	Cafeteria	65	3,129,192.72
21	Building Fund	3	34,500.00
68	Dental/Vision	2	9,176,112.00
		<b>Total Fiscal Year 2022</b>	<b>28,090,479.47</b>
		<b>Total</b>	<b>28,103,147.42</b>

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ESCAPE ONLINE

Includes Purchase Orders dated 07/15/2021 - 08/14/2021 \*\*\*

**PO Changes**

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
CS21-00260	141,400.00	01-5800	General Fund/Other Contractual Expenses	20,000.00
		21-5800	Building Fund/Other Contractual Expenses	20,000.00
			Total PO CS21-00260	40,000.00
P21-01573	2,030.52	01-5800	General Fund/Other Contractual Expenses	312.22-
P21-03197	4,824.84	01-4410	General Fund/Equipment \$500 - \$4,999	.00
			<b>Total PO Changes</b>	<b>39,687.78</b>

Information is further limited to: (Minimum Amount = (999,999.99))

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ESCAPE ONLINE

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 9, ENDING FRIDAY, MAY 21, 2021  
 TRADITIONAL SCHOOLS

ELEMENTARY TRADITIONAL	REGULAR ENROLLMENT			Special Education Grades K-6	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Kdgn	Grades 1-3	Grades 4-6				2020-2021 Actual Attendance	Cum Attd Days /162 2020-2021
A M Winn Elementary K-8 Waldorf	68	127	125	15	335	93.24%	309.52	95.06%
Abraham Lincoln Elementary	59	219	221	1	500	92.00%	455.48	91.45%
Alice Birney Waldorf-Inspired K-8	71	143	174	2	390	97.24%	383.93	98.62%
Bret Harte Elementary	23	62	82	38	205	88.68%	185.04	89.74%
Caleb Greenwood	71	236	221	2	530	97.11%	518.03	96.79%
Camellia Basic Elementary	63	186	176	9	434	97.98%	429.12	98.47%
Capital City School	4	11	18	0	33	93.18%	30.40	94.62%
Caroline Wenzel Elementary	30	99	105	39	273	90.59%	248.27	91.40%
Cesar Chavez Elementary	0	0	361	10	371	92.05%	337.19	91.72%
Crocker/Riverside Elementary	96	262	262	0	620	99.54%	627.48	99.69%
David Lubin Elementary	66	191	195	31	483	94.42%	469.61	95.38%
Earl Warren Elementary	47	172	193	11	423	92.29%	399.85	93.40%
Edward Kemble Elementary	109	392	0	11	512	92.62%	476.27	91.85%
Elder Creek Elementary	94	346	324	0	764	93.50%	726.67	95.12%
Ethel I Baker Elementary	72	262	273	12	619	92.50%	578.90	93.37%
Ethel Phillips Elementary	66	192	173	16	447	92.55%	414.96	92.56%
Father Keith B Kenny Elementary	23	131	141	25	320	89.79%	288.67	91.93%
Genevieve Didion K-8	72	202	192	9	475	98.65%	472.66	98.51%
Golden Empire Elementary	69	220	272	14	575	95.99%	548.91	96.55%
H W Harkness Elementary	46	121	133	9	309	90.85%	285.00	92.15%
Hollywood Park Elementary	46	118	110	33	307	90.18%	272.88	91.39%
Home/Hospital	3	13	26	5	47	100.00%	8.33	100.00%
Hubert H. Bancroft Elementary	71	149	183	20	423	93.38%	400.14	94.85%
Isador Cohen Elementary	25	96	111	28	260	88.98%	233.85	88.52%
James W Marshall Elementary	45	142	137	31	355	95.17%	332.77	93.16%
John Bidwell Elementary	43	106	113	6	268	87.93%	238.07	87.16%
John Cabrillo Elementary	29	115	144	29	317	93.81%	300.59	94.89%
John D Sloat Elementary	36	120	93	17	266	87.89%	228.56	88.03%
John H. Still K-8	60	248	288	14	610	85.37%	527.82	86.97%
John Morse Therapeutic Center	0	0	0	26	26	89.45%	23.51	92.14%
Leataata Floyd Elementary	34	122	144	14	314	78.18%	253.35	79.66%
Leonardo da Vinci K - 8 School	118	280	283	25	706	97.26%	698.01	97.81%
Mark Twain Elementary	24	112	105	22	263	94.93%	244.39	94.24%
Martin Luther King Jr K-8	40	114	109	29	292	93.79%	276.08	93.77%
Matsuyama Elementary	56	220	239	1	516	97.82%	510.58	97.96%
Nicholas Elementary	48	254	257	22	581	91.27%	520.67	90.35%
O W Erlewine Elementary	41	106	103	18	268	93.53%	254.57	93.23%
Oak Ridge Elementary	62	206	214	5	487	88.64%	433.80	88.76%
Pacific Elementary	114	303	290	0	707	87.81%	621.62	87.69%
Parkway Elementary School	67	207	213	32	519	86.33%	461.30	88.21%
Peter Burnett Elementary	45	165	188	24	422	89.54%	378.82	88.87%
Phoebe A Hearst Elementary	94	280	281	1	656	99.05%	653.64	99.37%
Pony Express Elementary	40	161	176	8	385	94.96%	369.03	95.69%
Rosa Parks K-8 School	32	129	140	5	306	89.48%	274.67	87.66%
Sequoia Elementary	48	166	157	11	382	96.67%	358.54	94.25%
Success Academy K-8	0	0	1	0	1	95.00%	0.87	90.83%
Susan B Anthony Elementary	45	132	136	1	314	96.27%	302.17	94.26%
Sutterville Elementary	60	201	186	6	453	96.93%	446.71	97.73%
Tahoe Elementary	65	111	105	48	329	92.03%	302.57	93.05%
Theodore Judah Elementary	73	203	176	18	470	96.07%	456.35	96.98%
Washington Elementary	61	129	113	20	323	89.52%	283.94	87.86%
William Land Elementary	59	163	168	0	390	93.96%	365.80	94.10%
Woodbine Elementary	47	127	105	24	303	86.48%	261.77	86.98%
<b>TOTAL ELEMENTARY SCHOOLS</b>	<b>2,780</b>	<b>8,572</b>	<b>8,735</b>	<b>797</b>	<b>20,884</b>	<b>92.93%</b>	<b>19,481.69</b>	<b>93.24%</b>
<b>Change from prior month</b>					<b>1</b>	<b>-1</b>		

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 9, ENDING FRIDAY, MAY 21, 2021  
 TRADITIONAL SCHOOLS

MIDDLE SCHOOLS	REGULAR ENROLLMENT			Special Education Grades 7-8	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Grade 7	Grade 8	Total Grades 7-8			2020-2021 Actual Attendance	Cum Attd Days/162	PERCENTAGE 2020-2021
							2020-2021	
A M Winn Elementary K-8 Waldorf	25	41	66	0	66	88.65%	59.70	91.78%
Albert Einstein MS	318	334	652	39	691	94.99%	666.01	95.98%
Alice Birney Waldorf-Inspired K-8	60	59	119	0	119	98.91%	116.83	98.87%
California MS	412	489	901	12	913	88.44%	841.64	91.62%
Capital City School	14	15	29	0	29	78.13%	19.31	72.39%
Fern Bacon MS	329	342	671	36	707	86.21%	623.08	88.34%
Genevieve Didion K-8	51	51	102	0	102	97.16%	102.14	98.99%
Home/Hospital	11	15	26	3	29	100.00%	4.68	100.00%
John H. Still K-8	109	140	249	19	268	86.14%	238.41	89.00%
John Morse Therapeutic Center	0	0	0	15	15	74.00%	12.01	79.36%
Kit Carson 7-12	182	192	374	23	397	85.88%	360.16	91.04%
Leonardo da Vinci K - 8 School	67	51	118	17	135	96.78%	132.83	98.27%
Martin Luther King Jr K-8	27	29	56	0	56	94.02%	52.58	93.56%
Rosa Parks K-8 School	198	172	370	39	409	82.99%	347.73	83.87%
Sam Brannan MS	146	174	320	42	362	88.70%	336.29	92.28%
School of Engineering and Science	127	125	252	0	252	91.27%	240.43	95.02%
Success Academy K-8	0	1	1	0	1	90.00%	0.83	82.86%
Sutter MS	556	563	1119	22	1141	96.92%	1115.04	97.55%
Will C Wood MS	322	331	653	46	699	93.72%	662.45	94.17%
<b>TOTAL MIDDLE SCHOOLS</b>	<b>2,954</b>	<b>3,124</b>	<b>6,078</b>	<b>313</b>	<b>6,391</b>	<b>91.01%</b>	<b>5,932.13</b>	<b>92.91%</b>

<b>Change from prior month</b>	<b>-1</b>	<b>11</b>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 9, ENDING FRIDAY, MAY 21, 2021  
 TRADITIONAL SCHOOLS

HIGH SCHOOLS	REGULAR ENROLLMENT					Total Grade 9-12	Special Education Grades 9-12	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Continuation	Grade 9	Grade 10	Grade 11	Grade 12					2020-2021 Actual Attendance	Cum Attd Days/162
									2020-2021		
American Legion HS	195	0	0	0	0	195	0	195	60.33%	113.60	63.07%
Arthur A. Benjamin Health Prof	0	52	48	43	53	196	14	210	90.70%	189.57	92.47%
C K McClatchy HS	0	582	603	513	495	2193	76	2269	85.88%	1984.44	89.28%
Capital City School	0	20	31	65	100	216	1	217	77.73%	179.28	78.15%
Hiram W Johnson HS	0	512	417	427	303	1659	173	1832	81.85%	1479.41	82.54%
Home/Hospital	0	9	25	13	10	57	14	71	100.00%	12.42	100.00%
John F Kennedy HS	0	544	505	481	451	1981	122	2103	89.65%	1912.14	91.98%
Kit Carson 7-12	0	73	61	35	18	187	0	187	95.03%	184.54	96.89%
Luther Burbank HS	0	393	386	350	382	1511	159	1670	80.89%	1433.93	85.95%
Rosemont HS	0	380	379	264	270	1293	115	1408	86.80%	1269.05	90.46%
School of Engineering and Science	0	95	91	60	52	298	0	298	94.13%	294.98	96.48%
West Campus HS	0	217	193	213	199	822	0	822	96.98%	811.82	98.50%
<b>TOTAL HIGH SCHOOLS</b>	<b>195</b>	<b>2,877</b>	<b>2,739</b>	<b>2,464</b>	<b>2,333</b>	<b>10,608</b>	<b>674</b>	<b>11,282</b>	<b>85.98%</b>	<b>9,865.17</b>	<b>88.78%</b>

<b>Change from prior month</b>	<b>-1</b>	<b>21</b>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 9, ENDING FRIDAY, MAY 21, 2021  
 TRADITIONAL SCHOOLS

DISTRICT TOTALS	TOTAL MONTH-END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
		2020-2021 Actual Attendance	Cum Attd Days/162	PERCENTAGE 2020-2021
			2020-2021	
ELEMENTARY	20,884	92.93%	19,482	93.24%
MIDDLE	6,391	91.01%	5,932	92.91%
HIGH SCHOOL	11,282	85.98%	9,865	88.78%
<b>TOTAL ALL DISTRICT SEGMENTS</b>	<b>38,557</b>	<b>90.62%</b>	<b>35,279</b>	<b>91.89%</b>

<b>Total Non-Public Schools as of 6/15/21</b>	<b>304</b>
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<b>Non-Public change from prior month</b>	<b>0</b>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 9, ENDING FRIDAY, MAY 21, 2021  
 ADULT EDUCATION SCHOOLS

ADULT EDUCATION	ENROLLMENT	HOURS EARNED			2020-2021 CUMULATIVE ADA		
		CONCURRENT	OTHER	TOTAL	CONCURRENT	OTHER	TOTAL
A. Warren McClaskey Adult Center	202	0	5,011.73	5,011.73	0	74.37	74.37
Charles A. Jones Career & Education Center	252	0	12,713.85	12,713.85	0	259.35	259.35
<b>TOTAL ADULT EDUCATION</b>	<b>454</b>		<b>17,725.58</b>	<b>17,725.58</b>		<b>333.72</b>	<b>333.72</b>

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 9, ENDING FRIDAY, MAY 21, 2021  
 GRADE BY GRADE ENROLLMENT

ELEMENTARY SCHOOLS	REGULAR CLASS ENROLLMENT							TOTAL
	Kdgn	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	REGULAR
A M Winn Elementary K-8 Waldorf	68	44	40	43	41	42	42	320
Abraham Lincoln Elementary	59	70	72	77	69	71	81	499
Alice Birney Waldorf-Inspired K-8	71	48	48	47	50	63	61	388
Bret Harte Elementary	23	14	24	24	23	32	27	167
Caleb Greenwood	71	71	93	72	66	63	92	528
Camellia Basic Elementary	63	54	67	65	55	62	59	425
Capital City School	4	3	3	5	5	6	7	33
Caroline Wenzel Elementary	30	31	31	37	46	19	40	234
Cesar Chavez Elementary	0	0	0	0	138	120	103	361
Crocker/Riverside Elementary	96	90	86	86	85	89	88	620
David Lubin Elementary	66	64	60	67	74	68	53	452
Earl Warren Elementary	47	61	61	50	63	71	59	412
Edward Kemble Elementary	109	135	125	132	0	0	0	501
Elder Creek Elementary	94	117	120	109	115	116	93	764
Ethel I Baker Elementary	72	95	81	86	87	105	81	607
Ethel Phillips Elementary	66	65	69	58	56	60	57	431
Father Keith B Kenny Elementary	23	38	48	45	53	48	40	295
Genevieve Didion K-8	72	68	61	73	66	62	64	466
Golden Empire Elementary	69	68	74	78	83	95	94	561
H W Harkness Elementary	46	35	40	46	42	45	46	300
Hollywood Park Elementary	46	30	46	42	30	38	42	274
Home/Hospital	3	2	8	3	8	10	8	42
Hubert H. Bancroft Elementary	71	62	48	39	71	52	60	403
Isador Cohen Elementary	25	23	39	34	37	43	31	232
James W Marshall Elementary	45	47	52	43	41	52	44	324
John Bidwell Elementary	43	38	31	37	29	35	49	262
John Cabrillo Elementary	29	42	35	38	49	50	45	288
John D Sloat Elementary	36	45	29	46	32	29	32	249
John H. Still K-8	60	76	93	79	100	90	98	596
John Morse Therapeutic Center	0	0	0	0	0	0	0	0
Leataata Floyd Elementary	34	38	36	48	45	53	46	300
Leonardo da Vinci K - 8 School	118	95	94	91	94	94	95	681
Mark Twain Elementary	24	35	40	37	40	33	32	241
Martin Luther King Jr K-8	40	47	35	32	45	31	33	263
Matsuyama Elementary	56	71	70	79	75	81	83	515
Nicholas Elementary	48	76	90	88	85	90	82	559
O W Erlewine Elementary	41	33	39	34	30	40	33	250
Oak Ridge Elementary	62	75	72	59	82	77	55	482
Pacific Elementary	114	104	96	103	99	92	99	707
Parkway Elementary School	67	69	69	69	64	65	84	487
Peter Burnett Elementary	45	55	54	56	60	61	67	398
Phoebe A Hearst Elementary	94	93	94	93	96	92	93	655
Pony Express Elementary	40	43	55	63	57	58	61	377
Rosa Parks K-8 School	32	45	38	46	44	51	45	301
Sequoia Elementary	48	50	55	61	58	53	46	371
Success Academy K-8	0	0	0	0	0	1	0	1
Susan B Anthony Elementary	45	42	45	45	38	61	37	313
Sutterville Elementary	60	66	67	68	56	56	74	447
Tahoe Elementary	65	46	31	34	39	35	31	281
Theodore Judah Elementary	73	65	66	72	57	58	61	452
Washington Elementary	61	48	40	41	50	31	32	303
William Land Elementary	59	50	63	50	59	53	56	390
Woodbine Elementary	47	45	48	34	36	37	32	279
<b>TOTAL</b>	<b>2,780</b>	<b>2,827</b>	<b>2,881</b>	<b>2,864</b>	<b>2,923</b>	<b>2,939</b>	<b>2,873</b>	<b>20,087</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 9, ENDING FRIDAY, MAY 21, 2021  
 CUMULATIVE TOTAL ABSENCES

ELEMENTARY	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	335	2,606	50,142	52,748	95.06%
Abraham Lincoln El	500	6,899	73,788	80,687	91.45%
Alice Birney Waldorf-Inspired K8	390	872	62,197	63,069	98.62%
Bret Harte Elementary	205	3,428	29,977	33,405	89.74%
Caleb Greenwood	530	2,787	83,920	86,707	96.79%
Camellia Basic Elementary	434	1,079	69,517	70,596	98.47%
Capital City School	33	280	4,925	5,205	94.62%
Caroline Wenzel Elementary	273	3,786	40,219	44,005	91.40%
Cesar Chavez ES	371	4,932	54,625	59,557	91.72%
Crocker/Riverside Elementary	620	320	101,651	101,971	99.69%
David Lubin Elementary	483	3,681	76,077	79,758	95.38%
Earl Warren Elementary	423	4,579	64,776	69,355	93.40%
Edward Kemble Elementary	512	6,842	77,156	83,998	91.85%
Elder Creek Elementary	764	6,036	117,721	123,757	95.12%
Ethel I Baker Elementary	619	6,657	93,781	100,438	93.37%
Ethel Phillips Elementary	447	5,403	67,224	72,627	92.56%
Father Keith B Kenny K-8 School	320	4,108	46,765	50,873	91.92%
Genevieve Didion Elementary	475	1,157	76,571	77,728	98.51%
Golden Empire Elementary	575	3,178	88,924	92,102	96.55%
H W Harkness Elementary	309	3,934	46,170	50,104	92.15%
Hollywood Park Elementary	307	4,165	44,206	48,371	91.39%
Home/Hospital	47	0	1,349	1,349	100.00%
Hubert H. Bancroft Elementary	423	3,522	64,823	68,345	94.85%
Isador Cohen Elementary	260	4,913	37,883	42,796	88.52%
James W Marshall Elementary	355	3,958	53,909	57,867	93.16%
John Bidwell Elementary	268	5,684	38,567	44,251	87.16%
John Cabrillo Elementary	317	2,623	48,695	51,318	94.89%
John D Sloat Elementary	266	5,034	37,026	42,060	88.03%
John H. Still K-8	610	12,885	86,035	98,920	86.97%
John Morse Therapeutic Center	26	325	3,808	4,133	92.14%
Leataata Floyd Elementary	314	10,478	41,043	51,521	79.66%
Leonardo da Vinci K - 8 School	706	2,528	113,077	115,605	97.81%
Mark Twain Elementary	263	2,421	39,591	42,012	94.24%
Martin Luther King Jr Elementary	292	2,970	44,725	47,695	93.77%
Matsuyama Elementary	516	1,726	82,714	84,440	97.96%
Nicholas Elementary	581	9,004	84,348	93,352	90.35%
O W Erlewine Elementary	268	2,994	41,240	44,234	93.23%
Oak Ridge Elementary	487	8,901	70,275	79,176	88.76%
Pacific Elementary	707	14,133	100,702	114,835	87.69%
Parkway Elementary School	519	9,986	74,730	84,716	88.21%
Peter Burnett Elementary	422	7,683	61,369	69,052	88.87%
Phoebe A Hearst Elementary	656	670	105,890	106,560	99.37%
Pony Express Elementary	385	2,692	59,782	62,474	95.69%
Rosa Parks K-8 School	306	6,262	44,497	50,759	87.66%
Sequoia Elementary	382	3,545	58,084	61,629	94.25%
Success Academy K-8	1	11	109	120	90.83%
Susan B Anthony Elementary	314	2,979	48,952	51,931	94.26%
Sutterville Elementary	453	1,680	72,367	74,047	97.73%
Tahoe Elementary	329	3,662	49,016	52,678	93.05%
Theodore Judah Elementary	470	2,304	73,928	76,232	96.98%
Washington Elementary	323	6,355	45,998	52,353	87.86%
William Land Elementary	390	3,715	59,260	62,975	94.10%
Woodbine Elementary	303	6,345	42,406	48,751	86.98%
<b>TOTAL</b>	<b>20,884</b>	<b>228,717</b>	<b>3,156,530</b>	<b>3,385,247</b>	<b>93.24%</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 9, ENDING FRIDAY, MAY 21, 2021  
 CUMULATIVE TOTAL ABSENCES

MIDDLE	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	66	866	9,671	10,537	91.78%
Albert Einstein MS	691	4,520	107,894	112,414	95.98%
Alice Birney Waldorf-Inspired K-8	119	217	18,926	19,143	98.87%
California MS	913	12,468	136,345	148,813	91.62%
Capital City School	29	1,193	3,128	4,321	72.39%
Fern Bacon MS	707	13,329	100,939	114,268	88.34%
Genevieve Didion K-8	102	168	16,547	16,715	98.99%
Home/Hospital	29	0	758	758	100.00%
John H. Still K-8	268	4,774	38,623	43,397	89.00%
John Morse Therapeutic Center	15	506	1,945	2,451	79.36%
Kit Carson 7-12	397	5,740	58,346	64,086	91.04%
Leonardo da Vinci K - 8 School	135	378	21,518	21,896	98.27%
Martin Luther King Jr K-8	56	586	8,518	9,104	93.56%
Rosa Parks K-8 School	409	10,832	56,332	67,164	83.87%
Sam Brannan MS	362	4,556	54,479	59,035	92.28%
School of Engineering and Science	252	2,043	38,949	40,992	95.02%
Success Academy K-8	1	6	29	35	0.00%
Sutter MS	1,141	4,537	180,637	185,174	97.55%
Will C Wood MS	699	6,642	107,317	113,959	94.17%
<b>TOTAL</b>	<b>6,391</b>	<b>73,361</b>	<b>960,901</b>	<b>1,034,262</b>	<b>92.91%</b>

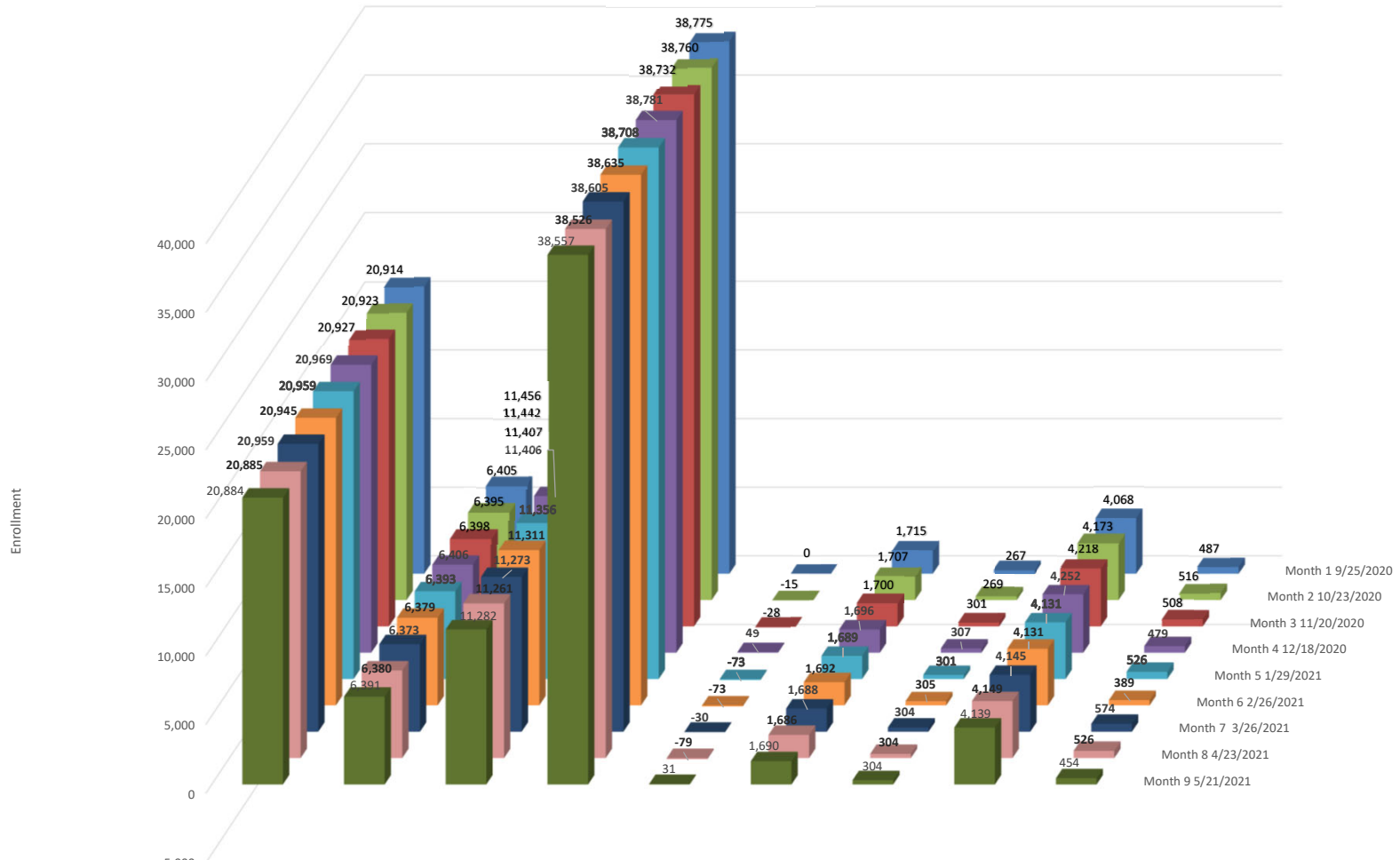
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 9, ENDING FRIDAY, MAY 21, 2021  
 CUMULATIVE TOTAL ABSENCES

HIGH SCHOOL	ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
American Legion HS	195	10,778	18,403	29,181	63.07%
Arthur A. Benjamin Health Prof	210	2,501	30,710	33,211	92.47%
C K McClatchy HS	2,269	38,610	321,480	360,090	89.28%
Capital City School	217	8,118	29,043	37,161	78.15%
Hiram W Johnson HS	1,832	50,696	239,665	290,361	82.54%
Home/Hospital	71	0	2,012	2,012	100.00%
John F Kennedy HS	2,103	26,997	309,766	336,763	91.98%
Kit Carson 7-12	187	961	29,896	30,857	96.89%
Luther Burbank HS	1,670	37,976	232,297	270,273	85.95%
Rosemont HS	1,408	21,683	205,586	227,269	90.46%
School of Engineering and Science	298	1,744	47,787	49,531	96.48%
West Campus HS	822	2,005	131,514	133,519	98.50%
<b>TOTAL</b>	<b>11,282</b>	<b>202,069</b>	<b>1,598,159</b>	<b>1,800,228</b>	<b>88.78%</b>

	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
<b>TOTAL ALL SCHOOLS</b>	<b>38,557</b>	<b>504,147</b>	<b>5,715,590</b>	<b>6,219,737</b>	<b>91.89%</b>

	Students in Non Public Schools	Total Enrollment	ADA	ADA %	% Change
<b>2019-2020 Actual</b>		<b>40,408</b>	<b>38,220</b>	<b>94.58%</b>	
<b>2020-2021 Projected</b>		<b>40,383</b>	<b>38,208</b>	<b>94.61%</b>	
<b>Month 01</b>	<b>267</b>	<b>38,775</b>	<b>35,777</b>	<b>93.08%</b>	
<b>Month 02</b>	<b>269</b>	<b>38,760</b>	<b>35,673</b>	<b>92.72%</b>	<b>-0.36%</b>
<b>Month 03</b>	<b>301</b>	<b>38,732</b>	<b>35,612</b>	<b>92.55%</b>	<b>-0.17%</b>
<b>Month 04</b>	<b>307</b>	<b>38,781</b>	<b>35,540</b>	<b>92.35%</b>	<b>-0.20%</b>
<b>Month 05</b>	<b>301</b>	<b>38,708</b>	<b>35,506</b>	<b>92.26%</b>	<b>-0.09%</b>
<b>Month 06</b>	<b>305</b>	<b>38,635</b>	<b>35,518</b>	<b>92.34%</b>	<b>0.08%</b>
<b>Month 07</b>	<b>304</b>	<b>38,605</b>	<b>35,471</b>	<b>92.27%</b>	<b>-0.07%</b>
<b>Month 08</b>	<b>304</b>	<b>38,526</b>	<b>35,374</b>	<b>92.07%</b>	<b>-0.20%</b>
<b>Month 09</b>	<b>304</b>	<b>38,557</b>	<b>35,279</b>	<b>91.89%</b>	<b>-0.18%</b>

### Monthly Attendance



	Elementary	Middle	High	Total	Variance	Dependent Charter	Non-Public Schools	Independent Charter	Adult Ed.
Month 9 5/21/2021	20,884	6,391	11,282	38,557	31	1,690	304	4,139	454
Month 8 4/23/2021	20,885	6,380	11,261	38,526	-79	1,686	304	4,149	526
Month 7 3/26/2021	20,959	6,373	11,273	38,605	-30	1,688	304	4,145	574
Month 6 2/26/2021	20,945	6,379	11,311	38,635	-73	1,692	305	4,131	389
Month 5 1/29/2021	20,959	6,393	11,356	38,708	-73	1,689	301	4,131	526
Month 4 12/18/2020	20,969	6,406	11,406	38,781	49	1,696	307	4,252	479
Month 3 11/20/2020	20,927	6,398	11,407	38,732	-28	1,700	301	4,218	508
Month 2 10/23/2020	20,923	6,395	11,442	38,760	-15	1,707	269	4,173	516
Month 1 9/25/2020	20,914	6,405	11,456	38,775	0	1,715	267	4,068	487

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
ENROLLMENT AND ATTENDANCE REPORT  
MONTH 10, ENDING FRIDAY, JUNE 18, 2021  
TRADITIONAL SCHOOLS

ELEMENTARY TRADITIONAL	REGULAR ENROLLMENT			Special Education Grades K-6	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE		
	Kdgn	Grades 1-3	Grades 4-6				2020-2021 Actual Attendance	Cum Attd Days /180 2020-2021	PERCENTAGE 2020-2021
A M Winn Elementary K-8 Waldorf	68	127	125	15	335	91.21%	309.12	94.66%	
Abraham Lincoln Elementary	58	219	219	1	497	89.48%	454.39	91.25%	
Alice Birney Waldorf-Inspired K-8	71	143	174	2	390	94.42%	382.36	98.20%	
Bret Harte Elementary	23	62	82	38	205	87.64%	184.51	89.53%	
Caleb Greenwood	71	236	221	2	530	96.00%	517.10	96.71%	
Camellia Basic Elementary	62	186	176	9	433	97.47%	428.44	98.37%	
Capital City School	4	11	18	0	33	90.91%	30.36	94.24%	
Caroline Wenzel Elementary	30	98	105	38	271	89.45%	247.75	91.20%	
Cesar Chavez Elementary	0	0	361	10	371	90.99%	337.23	91.64%	
Crocker/Riverside Elementary	96	261	261	0	618	99.00%	625.93	99.62%	
David Lubin Elementary	66	191	195	31	483	93.42%	467.77	95.19%	
Earl Warren Elementary	47	172	193	11	423	92.28%	398.90	93.29%	
Edward Kemble Elementary	109	392	0	11	512	90.74%	475.11	91.74%	
Elder Creek Elementary	94	345	324	0	763	91.93%	724.14	94.80%	
Ethel I Baker Elementary	72	263	275	12	622	91.88%	578.12	93.22%	
Ethel Phillips Elementary	66	192	173	16	447	89.04%	413.27	92.21%	
Father Keith B Kenny Elementary	23	131	140	25	319	87.77%	287.83	91.50%	
Genevieve Didion K-8	72	202	192	9	475	98.14%	472.01	98.47%	
Golden Empire Elementary	71	221	272	14	578	95.19%	548.97	96.41%	
H W Harkness Elementary	46	121	132	9	308	88.91%	283.98	91.82%	
Hollywood Park Elementary	46	119	111	33	309	87.10%	272.48	90.95%	
Home/Hospital	1	17	25	5	48	100.00%	8.66	100.00%	
Hubert H. Bancroft Elementary	71	148	182	20	421	92.72%	399.17	94.63%	
Isador Cohen Elementary	25	96	111	28	260	88.44%	233.46	88.51%	
James W Marshall Elementary	45	142	136	31	354	94.01%	332.74	93.24%	
John Bidwell Elementary	43	106	111	6	266	84.67%	236.91	86.91%	
John Cabrillo Elementary	29	115	144	29	317	89.84%	299.01	94.38%	
John D Sloat Elementary	36	120	93	17	266	83.94%	228.03	87.61%	
John H. Still K-8	60	248	288	14	610	84.62%	526.66	86.74%	
John Morse Therapeutic Center	0	0	0	26	26	86.32%	23.40	91.55%	
Leataata Floyd Elementary	34	123	144	14	315	75.02%	251.64	79.20%	
Leonardo da Vinci K - 8 School	117	278	282	25	702	95.43%	695.40	97.58%	
Mark Twain Elementary	24	112	105	22	263	90.05%	243.63	93.81%	
Martin Luther King Jr K-8	40	114	109	28	291	91.40%	275.11	93.54%	
Matsuyama Elementary	56	220	239	1	516	96.80%	509.47	97.84%	
Nicholas Elementary	48	253	257	22	580	88.51%	519.94	90.17%	
O W Erlewine Elementary	41	106	103	18	268	90.42%	253.34	92.96%	
Oak Ridge Elementary	62	206	214	5	487	87.30%	432.93	88.61%	
Pacific Elementary	114	302	286	0	702	87.36%	617.95	87.66%	
Parkway Elementary School	67	208	214	32	521	83.25%	458.51	87.72%	
Peter Burnett Elementary	45	165	188	24	422	89.25%	378.51	88.91%	
Phoebe A Hearst Elementary	94	280	281	1	656	98.21%	652.71	99.26%	
Pony Express Elementary	40	161	176	8	385	93.91%	368.28	95.51%	
Rosa Parks K-8 School	32	129	140	5	306	87.58%	274.01	87.66%	
Sequoia Elementary	48	167	157	11	383	93.19%	358.33	94.14%	
Success Academy K-8	0	0	1	0	1	100.00%	0.88	92.03%	
Susan B Anthony Elementary	45	133	136	1	315	94.67%	301.78	94.30%	
Sutterville Elementary	61	203	187	6	457	97.11%	446.34	97.67%	
Tahoe Elementary	65	111	105	48	329	89.62%	301.79	92.70%	
Theodore Judah Elementary	70	202	176	18	466	93.02%	454.10	96.59%	
Washington Elementary	62	129	113	20	324	86.67%	283.61	87.74%	
William Land Elementary	59	163	168	0	390	93.89%	365.84	94.08%	
Woodbine Elementary	47	126	104	24	301	84.25%	260.99	86.71%	
<b>TOTAL ELEMENTARY SCHOOLS</b>	<b>2,776</b>	<b>8,575</b>	<b>8,724</b>	<b>795</b>	<b>20,870</b>	<b>91.29%</b>	<b>19,432.90</b>	<b>93.05%</b>	
	<b>Change from prior month</b>			<b>-2</b>	<b>-14</b>				



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 10, ENDING FRIDAY, JUNE 18, 2021  
 TRADITIONAL SCHOOLS

MIDDLE SCHOOLS	REGULAR ENROLLMENT			Special Education Grades 7-8	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Grade 7	Grade 8	Total Grades 7-8			2020-2021 Actual Attendance	Cum Attd Days/180	PERCENTAGE 2020-2021
A M Winn Elementary K-8 Waldorf	25	41	66	0	66	89.73%	59.65	91.57%
Albert Einstein MS	316	334	650	39	689	94.99%	664.97	95.88%
Alice Birney Waldorf-Inspired K-8	60	59	119	0	119	96.08%	116.58	98.59%
California MS	411	489	900	12	912	87.49%	837.26	91.21%
Capital City School	14	14	28	0	28	77.56%	19.61	72.94%
Fern Bacon MS	326	339	665	35	700	85.01%	620.48	88.00%
Genevieve Didion K-8	51	51	102	0	102	96.57%	101.78	98.75%
Home/Hospital	21	15	36	3	39	100.00%	5.35	100.00%
John H. Still K-8	109	140	249	19	268	86.05%	237.63	88.70%
John Morse Therapeutic Center	0	0	0	15	15	72.96%	11.90	78.72%
Kit Carson 7-12	183	192	375	23	398	84.22%	357.64	90.36%
Leonardo da Vinci K - 8 School	67	51	118	17	135	96.21%	132.53	98.07%
Martin Luther King Jr K-8	27	29	56	0	56	94.15%	52.59	93.62%
Rosa Parks K-8 School	198	172	370	39	409	78.02%	344.87	83.29%
Sam Brannan MS	144	174	318	42	360	86.37%	333.78	91.70%
School of Engineering and Science	127	125	252	0	252	90.72%	239.24	94.59%
Success Academy K-8	0	1	1	0	1	55.56%	0.74	73.58%
Sutter MS	556	563	1119	22	1141	96.51%	1113.58	97.45%
Will C Wood MS	322	331	653	46	699	92.32%	660.74	93.99%
<b>TOTAL MIDDLE SCHOOLS</b>	<b>2,957</b>	<b>3,120</b>	<b>6,077</b>	<b>312</b>	<b>6,389</b>	<b>89.86%</b>	<b>5,910.93</b>	<b>92.60%</b>

<b>Change from prior month</b>	<b>-1</b>	<b>-2</b>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 10, ENDING FRIDAY, JUNE 18, 2021  
 TRADITIONAL SCHOOLS

HIGH SCHOOLS	REGULAR ENROLLMENT					Total Grade 9-12	Special Education Grades 9-12	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Continuation	Grade 9	Grade 10	Grade 11	Grade 12				2020-2021 Actual Attendance	Cum Attd Days/180	PERCENTAGE 2020-2021
									2020-2021	2020-2021	2020-2021
American Legion HS	158	0	0	0	0	158	0	158	54.28%	111.81	62.20%
Arthur A. Benjamin Health Prof	0	52	48	43	52	195	14	209	88.62%	188.78	92.08%
C K McClatchy HS	0	583	603	512	495	2193	76	2269	87.69%	1977.63	89.12%
Capital City School	0	19	30	61	57	167	1	168	72.07%	174.78	77.65%
Hiram W Johnson HS	0	515	418	426	295	1654	160	1814	82.83%	1476.47	82.57%
Home/Hospital	0	8	27	15	0	50	14	64	100.00%	13.16	100.00%
John F Kennedy HS	0	543	505	480	443	1971	123	2094	88.50%	1902.84	91.64%
Kit Carson 7-12	0	73	61	35	18	187	0	187	92.72%	183.43	96.48%
Luther Burbank HS	0	389	386	347	383	1505	158	1663	81.53%	1425.04	85.51%
Rosemont HS	0	379	375	265	268	1287	115	1402	87.03%	1261.89	90.12%
School of Engineering and Science	0	95	91	60	49	295	0	295	94.40%	293.09	96.28%
West Campus HS	0	217	193	213	199	822	0	822	96.96%	810.22	98.35%
<b>TOTAL HIGH SCHOOLS</b>	<b>158</b>	<b>2,873</b>	<b>2,737</b>	<b>2,457</b>	<b>2,259</b>	<b>10,484</b>	<b>661</b>	<b>11,145</b>	<b>86.22%</b>	<b>9,819.15</b>	<b>88.53%</b>

<b>Change from prior month</b>	<b>-13</b>	<b>-137</b>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 10, ENDING FRIDAY, JUNE 18, 2021  
 TRADITIONAL SCHOOLS

DISTRICT TOTALS	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
		2020-2021 Actual Attendance	Cum Attd Days/180	PERCENTAGE 2020-2021
			2020-2021	
ELEMENTARY	20,870	91.29%	19,433	93.05%
MIDDLE	6,389	89.86%	5,911	92.60%
HIGH SCHOOL	11,145	86.22%	9,819	88.53%
<b>TOTAL ALL DISTRICT SEGMENTS</b>	<b>38,404</b>	<b>90.62%</b>	<b>35,163</b>	<b>91.67%</b>

<b>Total Non-Public Schools as of 6/15/21</b>	<b>304</b>
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<b>Non-Public change from prior month</b>	<b>0</b>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 10, ENDING FRIDAY, JUNE 18, 2021  
 ADULT EDUCATION SCHOOLS

ADULT EDUCATION	ENROLLMENT	HOURS EARNED			2020-2021 CUMULATIVE ADA		
		CONCURRENT	OTHER	TOTAL	CONCURRENT	OTHER	TOTAL
A. Warren McClaskey Adult Center	177	0	4,223.00	4,223.00	0	82.42	82.42
Charles A. Jones Career & Education Center	308	0	17,278.89	17,278.89	0	292.26	292.26
<b>TOTAL ADULT EDUCATION</b>	<b>485</b>	<b>0</b>	<b>21,501.89</b>	<b>21,501.89</b>		<b>374.68</b>	<b>374.68</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 10, ENDING FRIDAY, JUNE 18, 2021  
 GRADE BY GRADE ENROLLMENT

ELEMENTARY SCHOOLS	REGULAR CLASS ENROLLMENT							TOTAL
	Kdgn	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	REGULAR
A M Winn Elementary K-8 Waldorf	68	44	40	43	41	42	42	320
Abraham Lincoln Elementary	58	70	72	77	68	70	81	496
Alice Birney Waldorf-Inspired K-8	71	48	48	47	50	63	61	388
Bret Harte Elementary	23	14	24	24	23	32	27	167
Caleb Greenwood	71	71	93	72	66	63	92	528
Camellia Basic Elementary	62	54	67	65	55	62	59	424
Capital City School	4	3	3	5	5	6	7	33
Caroline Wenzel Elementary	30	30	31	37	46	19	40	233
Cesar Chavez Elementary	0	0	0	0	138	120	103	361
Crocker/Riverside Elementary	96	90	85	86	84	89	88	618
David Lubin Elementary	66	64	60	67	74	68	53	452
Earl Warren Elementary	47	61	61	50	63	71	59	412
Edward Kemble Elementary	109	135	125	132	0	0	0	501
Elder Creek Elementary	94	117	119	109	115	116	93	763
Ethel I Baker Elementary	72	96	81	86	89	105	81	610
Ethel Phillips Elementary	66	65	69	58	56	60	57	431
Father Keith B Kenny Elementary	23	38	48	45	54	47	39	294
Genevieve Didion K-8	72	68	61	73	66	62	64	466
Golden Empire Elementary	71	68	75	78	83	95	94	564
H W Harkness Elementary	46	36	40	45	41	45	46	299
Hollywood Park Elementary	46	30	46	43	31	38	42	276
Home/Hospital	1	5	7	5	7	12	6	43
Hubert H. Bancroft Elementary	71	61	48	39	70	52	60	401
Isador Cohen Elementary	25	23	39	34	37	43	31	232
James W Marshall Elementary	45	47	52	43	41	52	43	323
John Bidwell Elementary	43	38	31	37	28	34	49	260
John Cabrillo Elementary	29	42	35	38	49	50	45	288
John D Sloat Elementary	36	45	29	46	32	29	32	249
John H. Still K-8	60	76	93	79	100	90	98	596
John Morse Therapeutic Center	0	0	0	0	0	0	0	0
Leataata Floyd Elementary	34	39	36	48	45	53	46	301
Leonardo da Vinci K - 8 School	117	95	93	90	94	93	95	677
Mark Twain Elementary	24	35	40	37	40	33	32	241
Martin Luther King Jr K-8	40	47	35	32	45	31	33	263
Matsuyama Elementary	56	71	70	79	75	81	83	515
Nicholas Elementary	48	76	90	87	85	90	82	558
O W Erlewine Elementary	41	33	39	34	30	40	33	250
Oak Ridge Elementary	62	75	72	59	82	77	55	482
Pacific Elementary	114	104	95	103	96	91	99	702
Parkway Elementary School	67	69	69	70	65	65	84	489
Peter Burnett Elementary	45	55	54	56	60	61	67	398
Phoebe A Hearst Elementary	94	93	94	93	96	92	93	655
Pony Express Elementary	40	43	55	63	57	58	61	377
Rosa Parks K-8 School	32	45	38	46	44	51	45	301
Sequoia Elementary	48	51	55	61	58	53	46	372
Success Academy K-8	0	0	0	0	0	1	0	1
Susan B Anthony Elementary	45	42	46	45	38	61	37	314
Sutterville Elementary	61	66	69	68	57	56	74	451
Tahoe Elementary	65	46	31	34	39	35	31	281
Theodore Judah Elementary	70	65	65	72	57	58	61	448
Washington Elementary	62	48	40	41	50	31	32	304
William Land Elementary	59	50	63	50	59	53	56	390
Woodbine Elementary	47	45	47	34	36	36	32	277
<b>TOTAL</b>	<b>2,776</b>	<b>2,832</b>	<b>2,878</b>	<b>2,865</b>	<b>2,920</b>	<b>2,935</b>	<b>2,869</b>	<b>20,075</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 10, ENDING FRIDAY, JUNE 18, 2021  
 CUMULATIVE TOTAL ABSENCES

ELEMENTARY	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	335	3,136	55,642	58,778	94.66%
Abraham Lincoln El	497	7,840	81,791	89,631	91.25%
Alice Birney Waldorf-Inspired K8	390	1,264	68,825	70,089	98.20%
Bret Harte Elementary	205	3,884	33,211	37,095	89.53%
Caleb Greenwood	530	3,169	93,078	96,247	96.71%
Camellia Basic Elementary	433	1,276	77,120	78,396	98.37%
Capital City School	33	334	5,465	5,799	94.24%
Caroline Wenzel Elementary	271	4,302	44,595	48,897	91.20%
Cesar Chavez ES	371	5,534	60,701	66,235	91.64%
Crocker/Riverside Elementary	618	431	112,668	113,099	99.62%
David Lubin Elementary	483	4,253	84,199	88,452	95.19%
Earl Warren Elementary	423	5,167	71,802	76,969	93.29%
Edward Kemble Elementary	512	7,695	85,519	93,214	91.74%
Elder Creek Elementary	763	7,145	130,346	137,491	94.80%
Ethel I Baker Elementary	622	7,565	104,061	111,626	93.22%
Ethel Phillips Elementary	447	6,285	74,388	80,673	92.21%
Father Keith B Kenny K-8 School	319	4,811	51,809	56,620	91.50%
Genevieve Didion Elementary	475	1,316	84,962	86,278	98.47%
Golden Empire Elementary	578	3,678	98,814	102,492	96.41%
H W Harkness Elementary	308	4,551	51,116	55,667	91.82%
Hollywood Park Elementary	309	4,882	49,047	53,929	90.95%
Home/Hospital	48	0	1,558	1,558	100.00%
Hubert H. Bancroft Elementary	421	4,074	71,850	75,924	94.63%
Isador Cohen Elementary	260	5,454	42,022	47,476	88.51%
James W Marshall Elementary	354	4,339	59,893	64,232	93.24%
John Bidwell Elementary	266	6,422	42,643	49,065	86.91%
John Cabrillo Elementary	317	3,203	53,821	57,024	94.38%
John D Sloat Elementary	266	5,803	41,045	46,848	87.61%
John H. Still K-8	610	14,574	95,326	109,900	86.74%
John Morse Therapeutic Center	26	389	4,212	4,601	91.55%
Leataata Floyd Elementary	315	11,894	45,295	57,189	79.20%
Leonardo da Vinci K - 8 School	702	3,107	125,172	128,279	97.58%
Mark Twain Elementary	263	2,892	43,854	46,746	93.81%
Martin Luther King Jr Elementary	291	3,421	49,519	52,940	93.54%
Matsuyama Elementary	516	2,023	91,705	93,728	97.84%
Nicholas Elementary	580	10,204	93,590	103,794	90.17%
O W Erlewine Elementary	268	3,456	45,602	49,058	92.96%
Oak Ridge Elementary	487	10,014	77,928	87,942	88.61%
Pacific Elementary	702	15,656	111,231	126,887	87.66%
Parkway Elementary School	521	11,556	82,532	94,088	87.72%
Peter Burnett Elementary	422	8,498	68,132	76,630	88.91%
Phoebe A Hearst Elementary	656	881	117,487	118,368	99.26%
Pony Express Elementary	385	3,114	66,290	69,404	95.51%
Rosa Parks K-8 School	306	6,946	49,321	56,267	87.66%
Sequoia Elementary	383	4,014	64,499	68,513	94.14%
Success Academy K-8	1	11	127	138	92.03%
Susan B Anthony Elementary	315	3,281	54,320	57,601	94.30%
Sutterville Elementary	457	1,917	80,342	82,259	97.67%
Tahoe Elementary	329	4,277	54,323	58,600	92.70%
Theodore Judah Elementary	466	2,890	81,738	84,628	96.59%
Washington Elementary	324	7,132	51,049	58,181	87.74%
William Land Elementary	390	4,144	65,851	69,995	94.08%
Woodbine Elementary	301	7,200	46,979	54,179	86.71%
<b>TOTAL</b>	<b>20,870</b>	<b>261,304</b>	<b>3,498,415</b>	<b>3,759,719</b>	<b>93.05%</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 10, ENDING FRIDAY, JUNE 18, 2021  
 CUMULATIVE TOTAL ABSENCES

MIDDLE	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	66	988	10,737	11,725	91.57%
Albert Einstein MS	689	5,143	119,694	124,837	95.88%
Alice Birney Waldorf-Inspired K-8	119	301	20,984	21,285	98.59%
California MS	912	14,522	150,707	165,229	91.21%
Capital City School	28	1,309	3,529	4,838	72.94%
Fern Bacon MS	700	15,224	111,687	126,911	88.00%
Genevieve Didion K-8	102	231	18,320	18,551	98.75%
Home/Hospital	39	0	964	964	100.00%
John H. Still K-8	268	5,447	42,774	48,221	88.70%
John Morse Therapeutic Center	15	579	2,142	2,721	78.72%
Kit Carson 7-12	398	6,870	64,375	71,245	90.36%
Leonardo da Vinci K - 8 School	135	470	23,856	24,326	98.07%
Martin Luther King Jr K-8	56	645	9,467	10,112	93.62%
Rosa Parks K-8 School	409	12,450	62,076	74,526	83.29%
Sam Brannan MS	360	5,440	60,081	65,521	91.70%
School of Engineering and Science	252	2,464	43,064	45,528	94.59%
Success Academy K-8	1	14	39	53	73.58%
Sutter MS	1,141	5,254	200,445	205,699	97.45%
Will C Wood MS	699	7,609	118,934	126,543	93.99%
<b>TOTAL</b>	<b>6,389</b>	<b>84,960</b>	<b>1,063,875</b>	<b>1,148,835</b>	<b>92.60%</b>



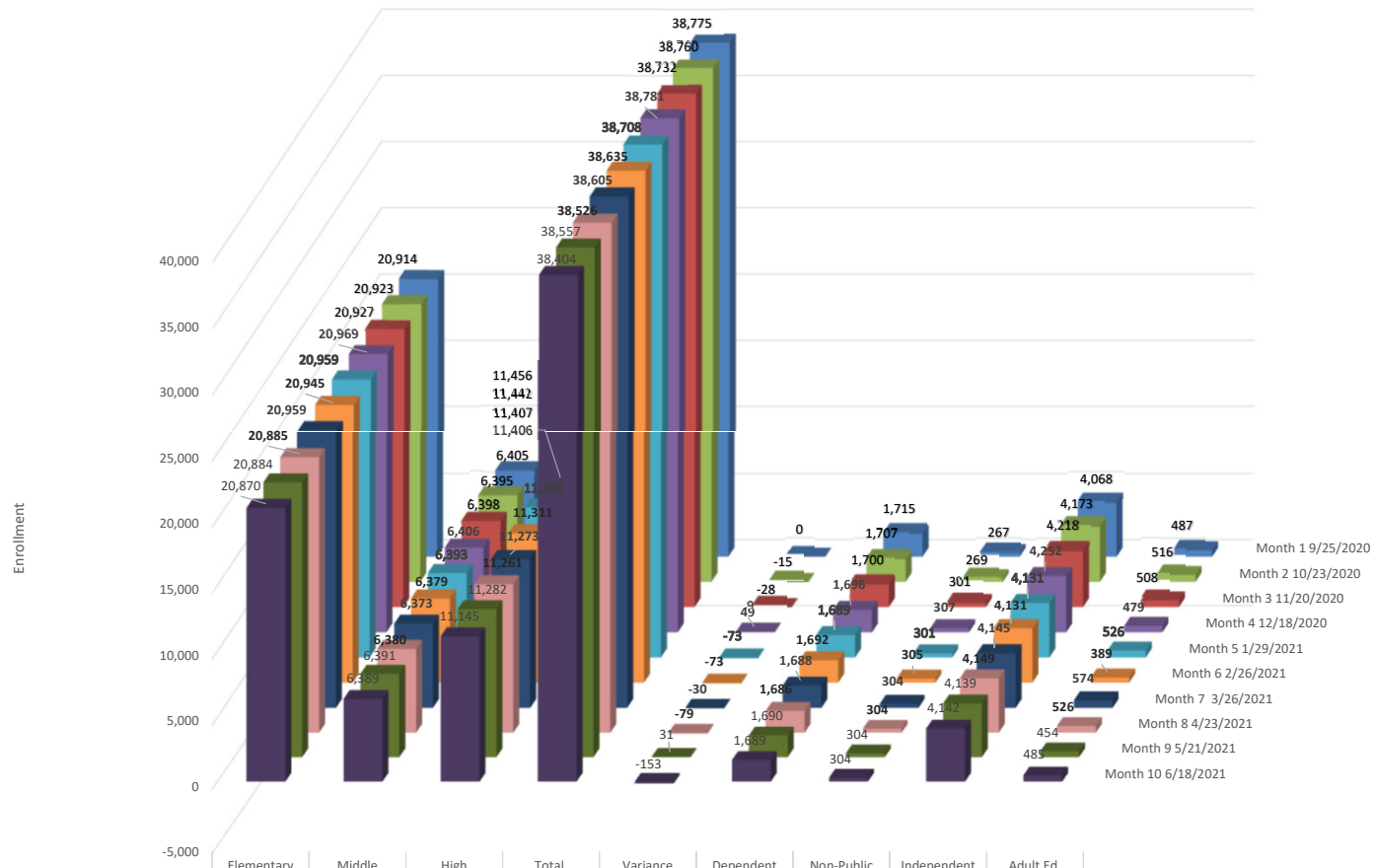
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 10, ENDING FRIDAY, JUNE 18, 2021  
 CUMULATIVE TOTAL ABSENCES

HIGH SCHOOL	ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
American Legion HS	158	12,229	20,126	32,355	62.20%
Arthur A. Benjamin Health Prof	209	2,921	33,980	36,901	92.08%
C K McClatchy HS	2,269	43,450	355,973	399,423	89.12%
Capital City School	168	9,055	31,461	40,516	77.65%
Hiram W Johnson HS	1,814	56,105	265,765	321,870	82.57%
Home/Hospital	64	0	2,368	2,368	100.00%
John F Kennedy HS	2,094	31,254	342,512	373,766	91.64%
Kit Carson 7-12	187	1,206	33,017	34,223	96.48%
Luther Burbank HS	1,663	43,459	256,507	299,966	85.51%
Rosemont HS	1,402	24,895	227,140	252,035	90.12%
School of Engineering and Science	295	2,039	52,757	54,796	96.28%
West Campus HS	822	2,454	145,840	148,294	98.35%
<b>TOTAL</b>	<b>11,145</b>	<b>229,067</b>	<b>1,767,446</b>	<b>1,996,513</b>	<b>88.53%</b>

	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
<b>TOTAL ALL SCHOOLS</b>	<b>38,404</b>	<b>575,331</b>	<b>6,329,736</b>	<b>6,905,067</b>	<b>91.67%</b>

	Students in Non Public Schools	Total Enrollment	ADA	ADA %	% Change
<b>2019-2020 Actual</b>		<b>40,408</b>	<b>38,220</b>	<b>94.58%</b>	
<b>2020-2021 Projected</b>		<b>40,383</b>	<b>38,208</b>	<b>94.61%</b>	
<b>Month 01</b>	<b>267</b>	<b>38,775</b>	<b>35,777</b>	<b>93.08%</b>	
<b>Month 02</b>	<b>269</b>	<b>38,760</b>	<b>35,673</b>	<b>92.72%</b>	<b>-0.36%</b>
<b>Month 03</b>	<b>301</b>	<b>38,732</b>	<b>35,612</b>	<b>92.55%</b>	<b>-0.17%</b>
<b>Month 04</b>	<b>307</b>	<b>38,781</b>	<b>35,540</b>	<b>92.35%</b>	<b>-0.20%</b>
<b>Month 05</b>	<b>301</b>	<b>38,708</b>	<b>35,506</b>	<b>92.26%</b>	<b>-0.09%</b>
<b>Month 06</b>	<b>305</b>	<b>38,635</b>	<b>35,518</b>	<b>92.34%</b>	<b>0.08%</b>
<b>Month 07</b>	<b>304</b>	<b>38,605</b>	<b>35,471</b>	<b>92.27%</b>	<b>-0.07%</b>
<b>Month 08</b>	<b>304</b>	<b>38,526</b>	<b>35,374</b>	<b>92.07%</b>	<b>-0.20%</b>
<b>Month 09</b>	<b>304</b>	<b>35,887</b>	<b>35,279</b>	<b>91.89%</b>	<b>-0.18%</b>
<b>Month 10</b>	<b>304</b>	<b>38,404</b>	<b>35,163</b>	<b>91.67%</b>	<b>-0.22%</b>

### Monthly Attendance



	Elementary	Middle	High	Total	Variance	Dependent Charter	Non-Public Schools	Independent Charter	Adult Ed.
Month 10 6/18/2021	20,870	6,389	11,145	38,404	-153	1,689	304	4,142	485
Month 9 5/21/2021	20,884	6,391	11,282	38,557	31	1,690	304	4,139	454
Month 8 4/23/2021	20,885	6,380	11,261	38,526	-79	1,686	304	4,149	526
Month 7 3/26/2021	20,959	6,373	11,273	38,605	-30	1,688	304	4,145	574
Month 6 2/26/2021	20,945	6,379	11,311	38,635	-73	1,692	305	4,131	389
Month 5 1/29/2021	20,959	6,393	11,356	38,708	-73	1,689	301	4,131	526
Month 4 12/18/2020	20,969	6,406	11,406	38,781	49	1,696	307	4,252	479
Month 3 11/20/2020	20,927	6,398	11,407	38,732	-28	1,700	301	4,218	508
Month 2 10/23/2020	20,923	6,395	11,442	38,760	-15	1,707	269	4,173	516
Month 1 9/25/2020	20,914	6,405	11,456	38,775	0	1,715	267	4,068	487