



Putting
Children
First

BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

Jasjit Singh, President (Trustee Area 2)
Tara Jeane, Vice President (Trustee Area 1)
Chinua Rhodes, Second Vice President (Trustee Area 5)
Jose Navarro (Trustee Area 3)
April Ybarra (Trustee Area 4)
Taylor Kayatta (Trustee Area 6)
Michael Benjamin (Trustee Area 7)
Justine Chueh-Griffith, Student Member

Thursday, February 6, 2025

5:00 p.m. Closed Session

6:00 p.m. Open Session

Serna Center

Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824

AGENDA

2024/25-11

Allotted Time

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

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

3.0 CLOSED SESSION

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

3.1 Government Code 54956.9 - Conference with Legal Counsel:

- a) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (One Potential Case)**
- b) Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No 2024100648)**

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

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

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

4.1 The Pledge of Allegiance

4.2 *Broadcast Statement*

4.3 *Stellar Student introduced by Board Member Jose Navarro*

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

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

6:15 p.m. **7.0 PUBLIC COMMENT** **15 minutes**
Members of the public may address the Board on non-agenda items that are within the subject matter jurisdiction of the Board. Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in writing through the district's website at <https://www.scusd.edu/submit-public-comment>; or (3) provided in-person at the meeting. The submission deadline for written public comments shall be no later than noon on the day of the meeting. If you intend to address the Board in-person, please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to two (2) minutes with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

6:30 p.m. **8.0 CONSENT AGENDA** **Action**
2 minutes
Generally routine items are approved by one motion without discussion. The Superintendent or a Board member may request an item be pulled from the consent agenda and voted upon separately.

8.1 Items Subject or Not Subject to Closed Session:

8.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Janea Marking)

8.1b Approve Contracts Report >\$15,000 (Janea Marking)

8.1c Approve Personnel Transactions (Cancy McArn)

8.1d Approval of Unauthorized Vendor Payments (Janea Marking)

8.1e Approve minutes for the December 19, 2024, Regular Board of Education Meeting (Lisa Allen)

8.1f Approve minutes for the January 16, 2025, Regular Board of Education Meeting (Lisa Allen)

8.1g Approve Labor Partner Agreements (Cancy McArn)

8.1h Approve Adult Education High School Diploma Approval of Credits (Yvonne Wright)

8.1i Approve Job Descriptions (Cancy McArn & Dan Schallock)

6:32 p.m. **9.0 COMMUNICATIONS**

9.1 *Employee Organization Reports:*

- SCTA
- SEIU
- TCS
- Teamsters
- UPE

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

7:11 p.m. 9.2 *District Advisory Committees:*

- Student Advisory Council
- Community Advisory Committee
- District English Learner Advisory Committee
- Local Control Accountability Plan/Parent Advisory Committee
- Black/African American Advisory Board
- Community Schools Advisory Committee
- American Indian Education Program Parent Committee

Information
3 minutes each

7:32 p.m. 9.3 *Student Member Report (Justine Chueh-Griffith)*

Information
5 minutes

7:37 p.m. 9.4 *Superintendent's Report (Lisa Allen)*

Information
5 minutes

7:42 p.m. 9.5 *Information Sharing by Board Members*

Information
10 minutes

10.0 SPECIAL PRESENTATION

7:52 p.m. 10.1 *Resolution No. 3475: Black History Month, February 2025
(Board Member Chinua Rhodes)*

Action
10 minute presentation
5 minute discussion

8:07 p.m. 10.2 *Black Parallel School Board Action Plan Second
Quarterly Update (Dr. Gregory Peters)*

Information
15 minute presentation
10 minute discussion

8:32 p.m. 10.3 *English Learner Parent Engagement: SCUSD ELAC
Implementation Update (Dr. Olga Simms)*

Information
10 minute presentation
5 minute discussion

11.0 PUBLIC HEARING

- 8:47 p.m. 11.1 *Public Hearing on Sacramento City Unified School District's Initial Proposal ("Sunshine Proposal") To The Sacramento City Teachers Association For 2025-2026 Successor Negotiations (Cancy McArn & Dan Schallock)* **Public Hearing**
5 minute presentation
5 minute discussion
- 8:57 p.m. 11.2 *Approval of Sacramento City Unified School District's Initial Proposal ("Sunshine Proposal") To The Sacramento City Teachers Association For 2025-2026 Successor Negotiations (Cancy McArn & Dan Schallock)* **Conference/Action**
5 minute presentation
5 minute discussion

12.0 BOARD WORKSHOP/ STRATEGIC INITIATIVE

- 9:07 p.m. 12.1 *Board Committees and Assignments (Yvonne Wright)* **Action**
15 minute presentation
20 minute discussion

9:42 p.m. 13.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS Receive Information

- 13.1 *Business and Financial Information: Calendar Year 2025 Investment Policy for the Pooled Investment Fund (Janea Marking)*

9:44 p.m. 14.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ *February 20, 2025, 5:00 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*
- ✓ *March 6, 2025, 5:00 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

9:46 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 relating to an open session item will be available for public inspection at the Serna Center, at 5735 47th Avenue, Sacramento, during normal business hours or on the District's website at www.scusd.edu.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1a

Meeting Date: February 6, 2025

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): Goal 1 – Graduation Outcomes; Goal 2 – Academic Outcomes; Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

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

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business and Operations
Officer

Tina Alvarez Bevens, Contract Analyst

Approved by: Lisa Allen, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

Contractor

New Grant

Amount

FOSTER YOUTH DEPARTMENT

County of Sacramento	<input checked="" type="checkbox"/> Yes	\$100,000
A24-00242	<input type="checkbox"/> No	No Match

Period: 7/1/24 – 6/30/25 Description: Provide the Independent Living Program to foster care youth who are enrolled in Sacramento City Unified School District-C.K. McClatchy High School. Agreement No.: 780500-25-012. Services include: program will provide support and services to assist the youth in making the transition from foster care to independent living.

NUTRITION SERVICES DEPARTMENT

State of California	<input checked="" type="checkbox"/> Yes	\$610,140
Dept of Food and Agriculture	<input type="checkbox"/> No	No Match
A24-00245		

Period: 1/1/25 – 12/31/26 Description: 2023-24 California Farm to School Incubator Grant Program. SCUSD will connect local produce procurement, including highlighting local produce in school salad bars, with hands-on food education programs across the District. Project will partner with Food Literacy Center to provide professional development for nutrition staff to build farm to school knowledge as well as expand hands-on farm to school education to additional Title I ES and HS students with SCUSD.

STUDENT SUPPORT AND HEALTH DEPARTMENT

Tetteh Pediatric Health	<input checked="" type="checkbox"/> Yes	\$0
A24-00246	<input type="checkbox"/> No	No Match

Period: 8/1/24 – 7/31/25 Description: Part of the Childhood Immunization Project. Provide COVID-19, influenza and childhood immunizations to children 6 months through 18 years of age throughout SCUSD school sites.

SPECIAL EDUCATION DEPARTMENT

California Department of Education	<input checked="" type="checkbox"/> Yes	\$30,500
A24-00248	<input type="checkbox"/> No	No Match

Period: 7/1/24 – 9/30/26 Description: Supporting Inclusive Practices for SELPA 3412. Individuals with Disabilities Education Act Part B, Section 611 for the Special Education Department. Ensuring children with disabilities receive a free and appropriate public education.

LUTHER BURBANK HIGH SCHOOL

Sacramento Native American Health	<input checked="" type="checkbox"/> Yes	\$0
A24-00165	<input type="checkbox"/> No	No Match

Period: 8/1/24 – 7/31/27 Description: MOU collaboration for the provision of health care services to eligible Luther Burbank HS students. Goal is to provide students with services same day, stand-by appointment, and/or soonest available appointment.

HEALTH PROFESSIONS HIGH SCHOOL

UC Regents, Davis Health A24-00249	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$0 No Match
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Period: 1/1/25 – 6/30/26 Description: MOU for the collaboration to increase awareness of clinical research as profession for students and to educate community about clinical research in general.

C.K. MCCLATCHY HIGH SCHOOL

Department of the Air Force A24-00227	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$0 No Match
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Period: 9/27/24 – 6/30/29 Description: Renewal MOU acting thru the Holm Center Commander to continue JRROTC Program at C.K. McClatchy High School.

YOUTH DEVELOPMENT DEPARTMENT

California Department of Education A24-00250	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$9,160,217 No Match
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Period: 7/1/24 – 6/30/25 Description: After School Education and Safety Grant. Grant provides literacy, academic enrichment and safe constructive alternatives for students in TK through 9th grade.

C.K. MCCLATCHY HIGH SCHOOL

California Department of Education A24-00251	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$74,700 No Match
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Period: 7/1/24 – 6/30/25 Description: Law and Public Policy Academy Prop 98 Grant at C.K. McClatchy High School. Grant represents a high school reform movement that is focused on a smaller learning communities with a career theme. Academy components include rigorous academics and career technical education with a career focus, a committed team of teachers, and active business and post-secondary partnerships

HIRAM JOHNSON HIGH SCHOOL

California Department of Education A24-00252	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$81,000 No Match
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Period: 7/1/24 – 6/30/25 Description: Corporate Business Academy Prop 98 Grant at Hiram Johnson High School. Grant represents a high school reform movement that is focused on a smaller learning communities with a career theme. Academy components include rigorous academics and career technical education with a career focus, a committed team of teachers, and active business and post-secondary partnerships

HIRAM JOHNSON HIGH SCHOOL

California Department of Education A24-00253	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$81,000 No Match
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Period: 7/1/24 – 6/30/25 Description: Health and Medical Sciences Academy Prop 98 Grant at Hiram Johnson High School. Grant represents a high school reform movement that is focused on a smaller learning communities with a career theme. Academy components include rigorous academics and career technical education with a career focus, a committed team of teachers, and active business and post-secondary partnerships

<u>HIRAM JOHNSON HIGH SCHOOL</u>		
California Department of Education A24-00254	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$81,000 No Match
Period: 7/1/24 – 6/30/25 Description: Law/Criminal Justice Academy Prop 98 Grant at Hiram Johnson High School. Grant represents a high school reform movement that is focused on a smaller learning communities with a career theme. Academy components include rigorous academics and career technical education with a career focus, a committed team of teachers, and active business and post-secondary partnerships		

<u>JOHN F. KENNEDY HIGH SCHOOL</u>		
California Department of Education A24-00255	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$57,600 No Match
Period: 7/1/24 – 6/30/25 Description: Criminal Justice and Community Services Academy Prop 98 Grant at John F. Kennedy High School. Grant represents a high school reform movement that is focused on a smaller learning communities with a career theme. Academy components include rigorous academics and career technical education with a career focus, a committed team of teachers, and active business and post-secondary partnerships		

<u>LUTHER BURBANK HIGH SCHOOL</u>		
California Department of Education A24-00256	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$63,000 No Match
Period: 7/1/24 – 6/30/25 Description: Building Trades Academy Prop 98 Grant at Luther Burbank High School. Grant represents a high school reform movement that is focused on a smaller learning communities with a career theme. Academy components include rigorous academics and career technical education with a career focus, a committed team of teachers, and active business and post-secondary partnerships		

<u>LUTHER BURBANK HIGH SCHOOL</u>		
California Department of Education A24-00257	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$81,000 No Match
Period: 7/1/24 – 6/30/25 Description: Law and Social Justice Academy Prop 98 Grant at Luther Burbank High School. Grant represents a high school reform movement that is focused on a smaller learning communities with a career theme. Academy components include rigorous academics and career technical education with a career focus, a committed team of teachers, and active business and post-secondary partnerships		

<u>COLLEGE AND CAREER READINESS DEPARTMENT</u>		
California Department of Education A24-00261	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$332,879 No Match
Period: 4/2/24 – 6/30/29 Description: Golden State Pathways Program: Implementation Grant. Promote pathways in high-wage, high-skill, high-growth areas, including technology, health care, education and climate-related fields.		

<u>LUTHER BURBANK HIGH SCHOOL</u>		
Department of the Navy A24-00264	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$0 No Match
Period: 1/22/25 – 6/30/29 Description: Renewal MOU acting thru the Naval Service Training Command (NSTC) NJROTC Program at Luther Burbank High School.		

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Alice Birney Waldorf TK-8 Health Services	<p>BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.</p> <p>STATUS: The District has determined these items are not repairable nor usable.</p>
ITEMS	
(32 ea.) Chromebooks (14 ea.) Laptops (5 ea.) Misc.-keyboards, mice, etc	
TOTAL VALUE	
\$0.00	
DISPOSAL METHOD	<p>RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546</p>
e-Waste	

RECOMMENDED BID AWARDS – NUTRITION SERVICES

Bid No. Request for proposal (RFP) 24-25810C Nutrition Services Distributor Food

Bids Received: 2:00 PM, December 06, 2024

Recommendation: Award to: See Award Schedule Below

Amount/Funding: See Award Schedule Below / Cafeteria Fund

This RFP was lawfully advertised on November 08 and November 12, 2024. This is a one (1) year award with the option of two (2), one (1) year extensions. This is a line item RFP. Items awarded are in line with Government Code and the Child Nutrition Reauthorization Act.

BIDDER	BIDDER LOCATION	LINE ITEMS	AMOUNT
Sysco Sacramento	Pleasant Grove, CA	3, 5, 8, 9, 10, 12, 13, 15, 16, 21, 23, 25, 26, 29, 31, 34, 37, 38, 39, 40, 42, 43	\$625,524
Gold Star Foods	Ontario, CA	1, 2, 4, 6, 7, 11, 14, 17, 18, 19, 22, 24, 28, 32, 35, 36	\$284,433
The Danielson Co.	Chico, CA	20, 30	\$66,540
Leverage Buying Group	Sacramento, CA	27, 33, 41, 44	\$69,568

RECOMMENDED BID AWARDS – TECHNOLOGY DEPARTMENT

Bid No: 25-0116-2 eRate Core Switch and Wireless Support

Bids received: 3:00 pm; December 4, 2024

Recommendation: Award to Converge One

Funding Source: eRate and General Funds

BIDDER	BIDDER LOCATION	AMOUNT
Converge One	Bloomington, MN	\$220,784 eRate Cost \$38,962 non eRate Cost
GigaKOM	San Diego, CA	\$266,903 eRate Cost \$47,100 non eRate Cost
DGI Development	Redding, CA	\$285,694 eRate Cost \$50,417 non eRate Cost
AMS/MGT	Livermore, CA	\$290,832 eRate Cost \$51,323 non eRate Cost

Bid No: 25-0116-3 eRate Internet Service

Bids received: 4:00 pm; January 8, 2025

Recommendation: Award to Zayo Group, LLC

Funding Source: eRate and General Funds

BIDDER	BIDDER LOCATION	AMOUNT
Zayo Group, LLC	Nashville, TN	\$36,169 eRate Cost \$2,009 non eRate Cost
AT&T	Chico, CA	\$no bid on desired speed eRate Cost \$no bid on desired speed non eRate Cost
Consolidated Communications	Roseville, CA	\$49,702 eRate Cost \$2,761 non eRate Cost

Bid No: 25-0116-4 eRate Category Two Core Switch Equipment

Bids received: 4:00 pm; January 8, 2025

Recommendation: Award to Converge One

Funding Source: eRate and General Funds

BIDDER	BIDDER LOCATION	AMOUNT
Converge One	Bloomington, MN	\$1,860,422 eRate Cost \$479,595 non eRate Cost
AMS/MGT	Livermore, CA	\$2,026,101 eRate Cost \$508,832 non eRate Cost
GigaKOM	San Diego, CA	\$1,933,390 eRate Cost \$492,472 non eRate Cost
CDW	Vernon Hills, IL	\$871,587 eRate Cost \$305,095 non eRate Cost

*CDW bid alternative so additional costs would be required for training on splitting systems/hardware, etc.

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0822-401 Maintenance & Operations Facilities Office TI
Bids received: 2:00 pm; January 17, 2025
Recommendation: Award to Rodan Builders
Funding Source: Proceeds Sale of Land/Building

BIDDER	BIDDER LOCATION	AMOUNT
Rodan Builders	Hayward CA	\$2,709,300
S+B James Construction	West Sacramento CA	\$2,863,612
Otto Construction	Sacramento CA	\$2,882,000
Mar Con Builders	Oakland CA	\$3,059,450

Bid No: 0130-410 Golden Empire Switchgear
Bids received: 10:00 am; January 17, 2025
Recommendation: Award to Hankins Group, Inc.
Funding Source: Measure H

BIDDER	BIDDER LOCATION	AMOUNT
Hankins Group, Inc.	Chico, CA	\$156,200
Ample Electric, Inc.	Sacramento, CA	\$180,365

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project: Lease-Leaseback Agreement for Hollywood Park Campus
Recommendation: Award to Clark and Sullivan Construction
Amount/Funding: \$46,280 / Measure H

Recent state legislation (AB2316) made significant changes to K-12 lease-leaseback statutes, Education Code §17400 et seq. AB2316 requires a competitive process in selecting the lease-leaseback contractor, and in some cases, authorizes pre-construction services by the same lease-leaseback contractor.

Per AB2316, staff solicited “Request for Proposals” by advertising and sending notices directly to contractors. Proposals received were evaluated and ranked based on scoring criteria used to determine “best value”.

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: C.K. McClatchy HS Telecenter

Recommendation: Bockmon & Woody Electric Company was awarded construction services on August 17, 2023 Board of Education meeting; Measure Q Funds. This project consists of provision of all clocks, bell and intercom equipment, licenses, software and accessories for complete and fully operational system.

Original Contract Amount: \$1,575,090; Measure Q Funds

Approve Change Order No. 1 <\$143,190>; Measure Q Funds for Owners Unused Allowance.

New Total Contract Amount: \$1,431,900; Measure Q Funds

Project: Leonardo da Vinci K-8 Telecenter

Recommendation: Bockmon & Woody Electric Company was awarded construction services on September 7, 2023 Board of Education meeting; Measure Q Funds. This project consists of provision of all clocks, bell and intercom equipment, licenses, software and accessories for complete and fully operational system.

Original Contract Amount: \$874,665; Measure Q Funds

Approve Change Order No. 1 <\$41,497>; Measure Q Funds for Owners Unused Allowance.

New Total Contract Amount: \$833,168; Measure Q Funds

Project: Hiram Johnson HS Telecenter

Recommendation: Bockmon & Woody Electric Company was awarded construction services on August 17, 2023 Board of Education meeting; Measure Q Funds. This project consists of provision of all clocks, bell and intercom equipment, licenses, software and accessories for complete and fully operational system.

Original Contract Amount: \$1,412,675; Measure Q Funds

Approve Change Order No. 1 <\$128,425>; Measure Q Funds for Owners Unused Allowance.

New Total Contract Amount: \$1,284,250; Measure Q Funds

Project: Fern Bacon MS Modernization / New Construction

Recommendation: Nacht & Lewis Architects was awarded architectural services at the October 5, 2023 Board of Education Meeting; Measure H Funds. This project consists of demolition of four (4) existing buildings, paving, landscaping, and utilities. Construction of one (1) two-story classroom building and two (2) classroom buildings. Modernization of the existing multi-purpose building and gymnasium. Completion of site work, paving, landscaping and fencing.

Original Contract Amount: \$3,780,000; Measure H Funds

Approve Amendment No. 1 \$1,608,000; Measure H Funds for revised construction cost budget reconciliation.

New Total Contract Amount: \$5,388,000; Measure H Funds

Project:

Ethel Phillips Campus Renewal

Recommendation:

XL Construction was awarded preconstruction services at the December 19, 2024 Board of Education Meeting; Measure H Funds. This project consists of replacement of interior finishes, ADA improvements, kindergarten/TK classroom relocation, HVAC upgrades, main parking lot redesign, new landscaping and irrigation systems, underground utility replacement, and new PC Modular buildings. .

Original Contract Amount: \$110,008; Measure H Funds

Approve Amendment No. 1 \$849,060; Measure H Funds for long-lead items for the Timberquest Classroom J1 and J2 materials.

New Total Contract Amount: \$959,068; Measure H Funds

**DEPARTMENT OF CHILD, FAMILY AND ADULT SERVICES
STAFF SUMMARY AND COORDINATION SHEET FY2024-2025**

September 6, 2024

SUBJECT: AGREEMENT

Division: Child Protective Services
 Contractor: Sacramento City Unified School District.
 Agreement Number: 7805000-25-012
 Maximum Payment: \$100,000
 Contract Term: July 1, 2024 through June 30, 2025
 Section 71-J Status: Not Subject to Section 71-J
 Resolution Number: 2024-0440
 Contract Authority: N/A
 ETB signed/on-file: On File

Attached for review and approval is an agreement to provide the Independent Living Program to foster care youth who are enrolled in the school district.

This contract has been reviewed and approved by County Counsel on September 5, 2024.









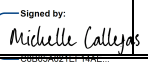
SECTION 71-J

The provisions of Section 71-J do not apply to this contract, as County employees do not provide these types of services.

Thank you,

Tom Hannon
 Contract Analyst

COORDINATION: Please sign and return via DocuSign. Thank you.

NAME	ACTION	INITIALS	DATE
T. Hannon	Concurrence		9/9/2024
D. Sundquist-Alafrangi	Concurrence		9/9/2024
Z. Saeteurn	Concurrence		9/9/2024
S. Sandmeier	Concurrence		9/10/2024
S. Sellers	Concurrence		9/11/2024
M. Chavez	Concurrence		9/11/2024
M. Lloyd	Concurrence		9/11/2024
D. Morris	Concurrence		9/12/2024
M. Callejas	Approval and Signature		12/18/2024

COUNTY OF SACRAMENTO**COST REIMBURSEMENT AGREEMENT
NO. 7805000-25-012**

CONTRACT ANALYST: _____ Thomas Hannon _____ 875-7131 _____

DCFAS AGREEMENT SUMMARY COVER SHEET

CONTRACTOR's NAME: _____ Sacramento City Unified School District _____

Subject of Agreement: _____ Provide independent living Program Services to foster youth _____

Contract Term: _____ July 1, 2024 _____ through _____ June 30, 2025 _____

Maximum Payment to Contractor through this _____ \$100,000.00 _____

Agreement: County Counsel Approval: Robert Parrish Date 9/5/2024
or _____

County Counsel Approval Not Required: _____ (Sacramento County Code Section)

Authorized by: _____ 2024-0440 _____ (Sacramento County Resolution Number or County Code Section)

☐ Tax Waiver Granted _____☐ Tax Waiver Denied _____☒ Standard Agreement CA Agency Agr
☒ Five or more employees letter on file☐ Non-Standard Agreement _____
Exhibit D _____Risk Management has approved the waiver for insurance requirements ☐Risk Management has approved indemnification modifications ☐

This contract must be reviewed and approved by County Counsel under Sacramento County Code Section 2.61.014:

- ☐ 2.61.014 (a): Contract requires Board approval including but not limited to Section 71-J
- ☒ 2.61.014 (b): Contract approved in concept or otherwise authorized by Board **except those reviewed from the prior fiscal year.**
- ☐ 2.61.014 (c): Contract for services not previously provided by or to the department
- ☐ 2.61.014 (d): Contract does not utilize the standard format developed by County Counsel
- ☐ 2.61.014 (e): Contract with another governmental entity
- ☐ 2.61.014 (f): Contract involving an acquisition or grant of an interest in real property
- ☐ 2.61.014 (g): Contract requiring waiver of withholding
- ☐ 2.61.014 (h): Retroactive contracts

FISCAL SUMMARY

Fund Center: _____ 7805000 _____ G/L Account: _____ 30310500 _____ Order #: _____ CC51840 _____

CONTRACTOR's Federal Tax Identification Number: _____ 94-6002491 _____

☐ CONTRACTOR ☒ SUBRECIPIENT

COUNTY OF SACRAMENTO

**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012**

AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July 2024, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the goal of Sacramento County, Department of Child, Family and Adult Services, hereinafter referred to as "DCFAS," Child Protective Services, hereinafter referred to as "CPS," is to protect children from abuse and neglect, and to strengthen families and provide permanent homes; and

WHEREAS, the Sacramento County Board of Supervisors approved Resolution Number 2024-0440 on June 11, 2024, authorizing the Department of Child, Family and Adult Services, hereinafter referred to as "DCFAS", to enter into an agreement with CONTRACTOR to provide services to children in Sacramento County and authorized the use of additional amendment authority, as authorized in Sacramento County Code Section 2.61.440; and

WHEREAS, pursuant to the resolution cited as providing authority to execute this Agreement, the Department has amendment authority for non-monetary changes, monetary decreases, to assign or to terminate these agreements, to extend agreement terms as needed, and to monetarily increase the total amount of each agreement and contract pooled authority by no more than 10 percent of the total value of each agreement so long as existing budget appropriations are not exceeded; and

WHEREAS CONTRACTOR has the expertise and facility required to provide Independent Living Skills education to children in Sacramento County; and

WHEREAS COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type, and manner described in Exhibit A, which is attached hereto and incorporated herein.

COUNTY OF SACRAMENTO**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012****II. TERM**

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2025.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

DIRECTOR
Department of Child, Family and
Adult Services
P.O. Box 269057
Sacramento, CA 95826

TO CONTRACTOR

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

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

COUNTY OF SACRAMENTO**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012**

- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR's services. COUNTY may evaluate CONTRACTOR's performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CONTRACTOR shall maintain such records concerning performance outcomes as required by COUNTY and provide the records to COUNTY upon request.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor, and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed,

COUNTY OF SACRAMENTO

**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012**

and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.

- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by workers' compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address, telephone number, social security number or tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family, and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within ninety (90) days of notice by COUNTY shall be grounds for termination of this Agreement.

COUNTY OF SACRAMENTO**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012****XII. BENEFITS WAIVER**

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote, or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.
- C. If services under this Agreement are funded in whole or in part with Federal funds no funds may be used to support or defeat legislation pending before Congress or any state legislature. CONTRACTOR further agrees to comply with all requirements of the Hatch Act (Title 5 USC, Sections 1501-1508).

XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS, AND FACILITIES

- A. CONTRACTOR (or in the case of SVS MOUs HOST SITE) agrees and assures COUNTY that CONTRACTOR/HOST SITE and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and

COUNTY OF SACRAMENTO

**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012**

ordinances and not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided under this Agreement, because of race, ancestry, marital or parental status, or military status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records, post required notices, and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVI. MUTUAL INDEMNIFICATION

- A. COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CONTRACTOR's officers, directors, agents, employees, or subcontractors.
- B. COUNTY shall defend, indemnify, and hold harmless, CONTRACTOR, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY's Board of Supervisors, officers, directors, agents, employees, or volunteers.
- C. It is the intention of COUNTY and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, and CONTRACTOR's subcontractors. It is also the intention of COUNTY and CONTRACTOR that,

COUNTY OF SACRAMENTO**COST REIMBURSEMENT
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where comparative 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 the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, and CONTRACTOR's subcontractors.

XVII. INSURANCE

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

XVIII. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XIX. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all websites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003, as well as any approved amendment thereto.

XX. COMPENSATION AND PAYMENT OF INVOICE LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.

COUNTY OF SACRAMENTO**COST REIMBURSEMENT
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- C. All claims, invoices, and monthly reports must be submitted by the fifteenth (15th) day of the month following the claim period. Estimated invoices for services provided through the month of June in the current fiscal year must be submitted no later than June 10th of the same fiscal year. Invoices submitted after July 10th for the prior year shall not be honored by the COUNTY, unless CONTRACTOR has obtained prior written COUNTY approval.
- D. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 10th, after the end of the fiscal year.
- E. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- F. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXII. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXIII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both

COUNTY OF SACRAMENTO**COST REIMBURSEMENT
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parties. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXIII. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXVII. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Child, Family and Adult Services, or his/her designee.

XXVIII. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state, and federal law.

COUNTY OF SACRAMENTO

**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012**

XXIX. TERMINATION

- A. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount that exceeds a pro-rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

COUNTY OF SACRAMENTO**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012****XXX. REPORTS**

CONTRACTOR shall, without additional compensation, therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

XXXI. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four (4) years following termination of the Agreement and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXIII. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXIV. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the

COUNTY OF SACRAMENTO**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012**

foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXV. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all the terms, conditions, price discounts, and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

XXXVI. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XXXVII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XXXVIII. DRUG-FREE WORKPLACE

If the contract is funded in whole or in part with State funds the CONTRACTOR shall comply, and require that its Subcontractors comply, with Government Code Section 8355. By executing this contract Contractor certifies that it will provide a drug-free workplace pursuant to Government Code Section 8355.

XXXIX. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Subcontracts (Subgrants) of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders or regulations issued pursuant to the two Acts cited

COUNTY OF SACRAMENTO

**COST REIMBURSEMENT
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in this section. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

XL. CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, CONTRACTOR shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards, which can be found at <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>.

XLI. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, C, D, and E attached hereto are part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

Signed by:
By 
C8B65A621EF14AE...

Michelle Callejas, Director, Department of Child, Family and Adult Services. Approval delegated pursuant to Sacramento County Code Section 2.61.012 (H)

Date: 12/18/2024

Signed by:
By 
6D79D9C4D46A455...

Janea Marking, Chief Business and Operations Officer

Date: 1/7/2025

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: Robert Parrish Date: 9-5-2024

COUNTY OF SACRAMENTO

**COST REIMBURSEMENT AGREEMENT
NO. 7805000-25-012**

**EXHIBIT A to AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"**

SERVICE REQUIREMENTS

I. SERVICE LOCATIONS

Facility Name: C.K. McClatchy High School
Street Address: 3066 Freeport Boulevard
City and Zip Code: Sacramento, CA 95818

Facility Name: Foster Youth Services
Sacramento City Unified School District
Street Address: 5735 47th Avenue
City and Zip Code: Sacramento, CA 95824

II. SERVICE PERFORMANCE MONITOR

Name and Title: Stephanie Sandmeier, Program Planner, DCFAS
Address: P.O. Box 269057, Sacramento, CA 95826-9057

III. DESCRIPTION OF SERVICES

CONTRACTOR shall:

- A. Provide a program to all the Independent Living Program Eligible youth that reside within the district boundaries and/or are attending a school within the district. The program shall provide support and services to assist the youth in making the transition from foster care to independent living. The program shall include an "Independent Life Skills" (ILS) class/workshop that provides instruction in basic life skills and assist the youth(s) in setting and obtaining realistic goals for their future. The program's curriculum shall focus on developing students' social skills, health awareness, finances, job/career development, and survival skills for independent living. Foster Youth students shall earn educational credit, if applicable, for the successful completion of the course. ILS class curriculum shall be provided to COUNTY (ILP Coordinator) and at least 75% of the curriculum shall consist of experiential (hands-on) activities.

- B. Include student role-play experiences that will enable students to function independently as productive citizens. This shall be accomplished through "life skills education", a learning process that assists individuals to develop the effective skills they need to be productive successful adults.
- C. Provide individual instruction, life skills assessment, and emancipation/AB 12 (extended foster care) planning services to ILP students. Services shall be provided by staff who hold a Pupil Personnel Services Credential; or a Teaching Credential; or a Bachelor's degree in social service, counseling, or psychology field. Staff holding any other combination of education and experience must have prior written approval from COUNTY.
- D. Districts will identify and prioritize eligible foster youth based on:
 - 1. Grade level - with seniors being highest priority
 - 2. Age - with oldest being highest priority
 - 3. Out-of-county youth
 - 4. Active participation in ILP services
- E. Districts will actively recruit a youth facilitator who is a former foster youth whose incentive will be paid for by ILP.
- F. Discuss permanency resources and services at the beginning and end of each school year. Ask each student to identify their permanent and supportive person at the beginning and end of each school year. Document this information in the COUNTY ILP Database at the beginning and end of the school year.
- G. Provide access to Independent Living Skills (ILS) classes or workshops to senior-year students enrolled in the Sacramento County, Department of Child, Family and Adult Services (DCFAS) Independent Living Program (ILP) that address all mandated service components pursuant to CDSS Division 31 Regulations, Section 525.8. A minimum of 21 hours of classes/workshops shall be made available during the contract period. Each class/workshop shall be taught by a Pupil Personnel Services (PPS) credentialed Social Worker, PPS Counselor, or other professional holding the PPS or teacher credential. CONTRACTOR shall submit qualifications to, and request prior written approval from COUNTY to use any other professional as an instructor in the ILS class. CONTRACTOR may partner with another district to provide classes/workshops. All flyers for ILS classes and workshops shall be provided to the COUNTY within 30 days of the first day of the semester.
- H. Provide the roster of attendance to COUNTY for all youth attending ILP classes and not enrolled in ILP within two weeks of their initial attendance in the class. CONTRACTOR shall refer students attending ILP classes but not enrolled in ILP to the COUNTY ILP social worker and/or case carrying social worker to verify enrollment and determine eligibility.

- I. Complete and submit to COUNTY incentive request forms for eligible ILP youth who attend the ILP class.

For any additional incentives purchased by the CONTRACTOR to include gift cards, they must be purchased and distributed to youth to help achieve the program objectives. When gift cards are purchased, the CONTRACTOR must keep a record of the number of gift cards purchased, dollar amount, and gift card number. How many gift cards remaining/on hand after distribution. For every gift card distributed the CONTRACTOR must document the youth's signature, the dollar amount, gift card number, and a description of the purpose for distribution, to be sent to the COUNTY upon request. Gift cards can be subject to audit by County as needed.

- J. Within 60 calendar days of case assignment, ensure that all youth receiving ILP services complete an initial Nationally recognized or Departmentally approved Life Skills assessment and a subsequent Nationally recognized or Departmentally approved Life Skills assessment prior to the end of the school year. Copies to be submitted to the COUNTY social worker and the COUNTY ILP program for case plan development. New cases will not be assigned to CONTRACTOR during the summer break (June – August).
- K. Transportation assistance may be obtained by requesting bus passes from the COUNTY Social Worker or COUNTY Probation Officer. County ILP vans will be available for district use upon request.
- L. Collaborate with the case carrying social worker or probation officer so that the Transitional Independent Living Plan (TILP) provides a comprehensive life skills inventory assessment and individual service plan preparing them to leave school with integrated work and living options and coordinated support systems shall be identified to maintain and enhance these options.
- M. Provide, for all ILP students, a workable plan for completing high school and assistance in identifying a vocational interest and a corresponding training plan.
- N. Provide each student a minimum of one individual school staffing or Emancipation Conference in which a graduation plan shall be developed for the student. Attend emancipation conferences for district identified youth. Contact the placement worker or probation officer immediately if a student does not have enough credits to obtain a high school degree. Assist the placement worker or probation officer in extending the placement or assist the youth in an alternate plan for obtaining a High School Diploma, General Education Diploma or Adult Education Diploma. Should a youth transition to a new ILP social worker at any time throughout the school year that plan shall be shared with the newly assigned worker. COUNTY will provide notification of scheduled

conferences to CONTRACTOR or CONTRACTOR shall schedule conference with participants.

- O. Contact youth face to face at least once every six months. Documentation of contacts made shall be entered in the COUNTY ILP database within fifteen working days of contact.
- P. Contact the placement social worker or probation officer via phone, email or face to face contact with updates on a youth's participation in the program at least once every six months. Documentation of contacts made shall be entered in the COUNTY ILP database within fifteen working days of contact.
- B. Provide services to all youth eligible for the Independent Living Program as defined by the COUNTY that reside within the district boundaries and/or are attending a school within the district. The youth will be referred to the DISTRICT by the COUNTY.
- Q. Review all cases for case management compliance and sign off on the transfer summary or case closure forms prior to returning the cases to the COUNTY. The CONTRACTOR'S Foster Youth Services Coordinator shall fulfill this requirement.
- R. Work in collaboration with other ILP-funded school districts to ensure continuity of services to ILP foster youth.
- C. Recruit and refer ILP eligible youth to ILP services in their respective school district by researching the school database. CONTRACTOR shall fill out and submit to COUNTY the ILP referral with as much information as possible for each newly identified child.
- S. Casey Life Skills Assessments and Service Plans shall be submitted to the COUNTY ILP program as completed. Assessments and Service Plans shall be used to develop TILP and track participation in ILP services.
- T. Complete a Delivered Service Logs that include a list of mandated services for each student based upon CDSS Division 31 Regulations, Section 525.8. Mandated services include but are not limited to:
 - 1. Education
 - 2. Career Development
 - 3. Health Promotion
 - 4. Mentor Referral
 - 5. Daily Living Skills
 - 6. Financial Resources
 - 7. Housing Information

- U. Work in collaboration with other ILP funded school districts and the COUNTY. CONTRACTOR shall attend ILP Advisory Meetings and other applicable training/meetings.

VI. REPORTING REQUIREMENTS

- A. CONTRACTOR shall provide the roster of attendance to COUNTY ILP Office within two weeks of the initial class to verify enrollment in COUNTY ILP services.
- B. CONTRACTOR shall complete and submit to the COUNTY ILP Office incentive request forms for eligible foster youth who attend ILP classes and/or who participate in or complete COUNTY ILP approved activities. Incentives are based on funding availability.
- C. CONTRACTOR shall collect and submit performance outcomes obtained from youth at ILP classes and/or during one-on-one ILP counseling at the end of each semester within two weeks of the last ILS class offered during each semester to the COUNTY ILP office.

COUNTY OF SACRAMENTO

**COST REIMBURSEMENT
AGREEMENT NO. 7805000-25-012**

**EXHIBIT B to AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"**

INSURANCE REQUIREMENTS FOR CONTRACTORS

Each party, at its sole cost and expense, shall carry insurance –or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability (including sexual molestation and abuse coverage), workers compensation, property, professional liability (including sexual molestation and abuse coverage, unless included under general liability), cyber liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

COUNTY OF SACRAMENTO

**COST REIMBURSEMENT AGREEMENT
NO. 7805000-25-012**

**EXHIBIT C to AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"**

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR

The maximum total payment amount under this Agreement is: \$100,000.

II. COMPENSATION COMPONENTS

Compensation for services rendered under this Agreement shall be in accordance with the budget and invoice form outlined in the following page(s). Services rendered shall be billed at the usual customary rates for services actually rendered. Total compensation, including fees, expenses, and profits, for services rendered by CONTRACTOR shall not exceed the maximum total payment amount indicated above in Section I.

III. CONTRACT REIMBURSEMENTS

A. CONTRACTOR shall be reimbursed by COUNTY monthly. CONTRACTOR will be reimbursed for all service expenses in the fiscal year they were incurred.

B. Unspent funds from this contract may not be rolled over into future fiscal years.

IV. CLAIMS/INVOICING/BUDGET

Billing Methodology and Retention of Records

A. Upon return of this signed Agreement, CONTRACTOR shall provide COUNTY with a cost allocation plan/billing methodology. No invoice payments shall be made under this Agreement until CONTRACTOR's cost allocation plan/billing methodology is received by the COUNTY.

B. CONTRACTOR shall retain documentation to substantiate all charges for line items claimed on invoices. Documentation may include timesheets and paystubs for personnel used in this contract, receipts, invoices or bills for items claimed. Documentation shall be made available to DCFAS upon request, or provided to an auditor in case of an audit, within 5 business days of request.

Format and Deadlines for Submission of Invoices

- A. CONTRACTOR must submit all invoices and monthly reports by the fifteenth (15th) day of the month following the invoice period. All claims/invoices must include substantiating documentation. Substantiating documentation may include, but not limited to: detailed general ledger reports, invoice calculation worksheets, pooled costs worksheets, indirect/administration calculation worksheets, expense reports, payroll reports, paystubs, timesheets, invoices, contracts, policy and procedures. Only actual expenses may be claimed for reimbursement.
- B. Estimated invoices for services provided through the month of June in the current fiscal year shall be submitted no later than June 10th of the same fiscal year and will be paid at 50% of the estimated invoices. Final invoices shall be submitted by July 15th or earlier, to be paid the difference from the final invoices and estimated invoice(s). If final invoices are less than the estimated invoices, CONTRACTOR shall reimburse COUNTY the difference within 30 calendar days. Invoices submitted after July 15th for the prior fiscal year shall not be honored by COUNTY, unless CONTRACTOR has obtained prior written COUNTY approval.
- C. CONTRACTOR shall submit claims/invoices on a form approved by COUNTY, in an amount not to exceed actual expenditures incurred during the reporting period. Invoices must include the following statement and signed by the official authorized to legally bind CONTRACTOR.
- D. CONTRACTOR shall submit invoices electronically to: dcfas-contractinvs@saccounty.gov. Invoices shall be submitted in 10-point font or larger, and be formatted and print ready.
- E. Each invoice submitted by CONTRACTOR shall include the applicable agreement number and identify the month in which the service was incurred.

V. BUDGET

This format is to be used by CONTRACTOR in claims for payment for services provided.

INVOICE FORM**Bill to:** County of Sacramento, Department of Child, Family, and Adult Services (DCFAS)**Agreement No.:** 7805000-25-012**Agency:** Sacramento City Unified School District**Program:** Independent Living Program**Budget Period:** 7/1/2024 through 6/30/2025 **Allocation:** \$100,000**Invoice Period:** **From:** _____ **To:** _____

Budget Items	Actual Expenses		Annual Allocated Budget	Balance
	Current	Cumulative		
PERSONNEL EXPENSES				
Coordinator II & Ed Liaison			\$15,816	\$15,816
Foster Youth Services Program Associate			\$30,684	\$30,684
Taxes and Benefits			\$35,336	\$35,336
TOTAL PERSONNEL EXPENSES:			\$81,836	\$81,836
OPERATING EXPENSES				
Instructional/Noninstructional Materials/School Uniforms			\$4,367	\$4,367
Travel/Mileage Reimbursement			\$3,000	\$3,000
Conferences			\$2,500	\$2,500
Field Trips			\$4,000	\$4,000
TOTAL OPERATING EXPENSES:			\$13,867	\$13,867
SUBAWARD/SUBCONTRACTOR EXPENSES				
TOTAL SUBAWARD/SUBCONTRACTOR EXPENSES:			\$0	\$0
TOTAL PERSONNEL, OPERATING, AND SUBAWARD/SUBCONTRACTOR EXPENSES:			\$95,703	\$95,703
TOTAL INDIRECT EXPENSES (based on the CDE approved rate 4.49% FY24-25 for SCUSD 34- 67439)			\$4,297	\$4,297
GRAND TOTAL (Personnel+ Operating + Subaward/Subcontractor + Indirect)			\$100,000	\$100,000

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Contract Agreement with the County of Sacramento. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

Authorized Signature

Date

Prepared by

Phone

VI. BUDGET REVISION REQUESTS

A request for line item transfers within budget categories shall be made prior to any effected expenditure. Line item transfers may be approved, provided such transfers do not exceed the total Agreement amount or compromise the intent of the program/services. Budget revision requests shall be made on COUNTY's budget revision form which may be obtained from the Contractor Monitor listed in Exhibit A, attached herein. CONTRACTOR shall submit all budget revision requests to the Contractor Monitor. Budget revision request forms shall be submitted on or before the invoice due date.

Budget revisions are required when:

- A. Expenses within an object level (Total Personnel Expenses, Total Operating Expenses, Total Subawards/Subcontractors, and Total Indirect Expenses) exceed the amount budgeted by more than 10%;
- B. There is no object level and expenses within a line item exceed the amount budgeted by more than 10%; or
- C. Positions included in the budget change so significantly that the change results in a change of the scope of work.

When an object level (or line item if only one object level) is overspent by 10% or more, the invoice shall be accompanied by a budget revision request form before consideration of payment. COUNTY will not pay for any object levels (or line item if only one object level) that are more than 10% overspent.

- A. Budget revision requests are subject to review and approval by COUNTY.

- B. Proposed budget revisions shall align with the scope of work outlined in the executed Agreement. Proposed changes not in alignment with the scope of work may be subject to a contract amendment.
- C. Proposed budget revisions shall be requested in advance of a change in planned expenditures.
- D. Budget revision requests shall not be used to acquire year-end program materials, supplies or equipment for use after the contract term expires.
- E. Indirect costs will be paid at a de minimis rate of 10% of Modified Total Direct Costs (MTDC). Modified Total Direct Costs is defined as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other distorting items will be excluded when necessary to avoid a serious inequity in the distribution of indirect costs. (2 C.F.R. § 200 (2023) [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards].) No documentation is required to justify the 10% de minimis indirect cost rate. (2 C.F.R. § 200.414, subd. (f).)

Federally certified rates in excess of 10% will be honored with documentation in lieu of the de minimis rate of 10%.

Budget revision approval process:

- A. CONTRACTOR shall submit a Budget Revision form. All budget revisions will require a written narrative that includes the reason for the change and details related to the impact of the specific line items. When costs exceed budget, the factor(s) causing the overage should be noted.
- B. COUNTY staff shall review budget revision requests and ask clarifying questions of CONTRACTOR as necessary.

VII. COMPLIANCE WITH FEDERAL AND STATE GUIDELINES AND REQUIREMENTS

- A. If this Agreement is funded by Federal funding, it is understood that all records of revenue or expenditures under this Agreement shall comply with 2 C.F.R Part 200, which establishes the uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities. (2 C.F.R. § 200 (2023).)

- B. If this Agreement is funded by State funding, it is understood that all records of revenue or expenditures under this Agreement shall be subject to compliance with the respective State funding requirements.
- C. If this Agreement is funded by County of Sacramento General/Local funding, it is understood that COUNTY shall require CONTRACTOR to subject all records or expenditures under this Agreement to 2 C.F.R. § 200 compliance requirements, unless CONTRACTOR has obtained prior written approval from COUNTY to the contrary.
- D. The following information shall be maintained by CONTRACTOR:
 - 1. A cost allocation plan;
 - 2. Log of funding sources;
 - 3. Internal control procedures;
 - 4. Functional time study where staff allocate a share of cost to this Agreement
 - i. Functional time studies must be conducted at least twice per fiscal year;
 - 5. Procedures and documentation that evidence CONTRACTOR's supervision of subawards' performance and fiscal compliance.

Internal Use Only

☒ Exhibit C reviewed and approved by Fiscal Services

COUNTY OF SACRAMENTO

**COST REIMBURSEMENT AGREEMENT
NO. 7805000-25-012**

**EXHIBIT D to AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"**

ADDITIONAL PROVISIONS

I. LICENSING, CERTIFICATION, AND PERMITS

- A. CONTRACTOR agrees to furnish professional personnel in accordance with all federal, state, county, and local regulations, laws, and ordinances, including all amendments thereto, issued by the State of California or COUNTY. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum of staff required by law for provision of services hereunder, and such personnel shall be qualified in accordance with all applicable laws and regulations.
- B. CONTRACTOR shall make available to COUNTY, on request of DIRECTOR, a list of the persons who will provide services under this Agreement. The list shall state the name, title, professional degree, licensure, certification, and work experience of such persons.

II. OPERATION AND ADMINISTRATION

- A. Unless expressly identified in the budget set forth in Exhibit "C" CONTRACTOR agrees to furnish at no additional expense to COUNTY all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.
- B. CONTRACTOR, if incorporated, shall operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.
- C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes and public information, which are material to the performance of this Agreement.

III. CONFIDENTIALITY

- A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with the provisions of Sections 827, 5328, 10850 and

17006 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:

1. All applications and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.
 2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY's consent or the consent of the applicant/recipient.
- B. CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors and partners of the above provision and that knowing and intentional violation of the provisions of said State law is a misdemeanor.

IV. QUALITY ASSURANCE AND PROGRAM REVIEW

CONTRACTOR shall maintain adequate client records on each individual client, if applicable, which shall include face-to-face service plans, record of client interviews, case notes, and records of services provided by CONTRACTOR's various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services for a minimum four years. Such records must comply with all appropriate Federal, State, and COUNTY record maintenance requirements.

V. REPORTS

- A. CONTRACTOR shall, on a monthly basis, provide to COUNTY reports on the units of service performed.
- B. CONTRACTOR shall, without additional compensation, therefore, make further fiscal, program evaluation, and progress reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

VI. EQUIPMENT OWNERSHIP

COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR under this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with the

bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this Agreement.

VII. AMENDMENTS

A. DIRECTOR may execute an amendment to this Agreement provided that:

1. An increase in the maximum contract amount resulting from the amendment does not exceed DIRECTOR's delegated authority under Sacramento County Code Section 2.61.100 (c) or any amount specified by Board of Supervisor's resolution for amending this Agreement, whichever is greater; and
2. Funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year.

B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.

C. The budget attached to this Agreement as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.

VIII. MONITORING

A. COUNTY shall monitor the Program and the adequacy of CONTRACTOR's performance in the manner which COUNTY deems most effective. CONTRACTOR shall cooperate with COUNTY in such monitoring.

B. CONTRACTOR shall prepare and submit to COUNTY reports in the form and manner prescribed by COUNTY. Such reports may be subject to audit by COUNTY or COUNTY's designated auditors as required by federal regulations or departmental requirements.

- C. CONTRACTOR shall comply with all Federal OMB requirements for Single Audit, in addition to COUNTY audit requirements for the purposes of contract monitoring as stated in this Agreement regardless of funding sources

IX. RUSSIAN ECONOMIC SANCTIONS

- A. Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, COUNTY shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein and shall not enter a contract with any such individual or entity while the Order is in effect.
- B. If the total amount of this Agreement is \$5,000,000,000 or more, CONTRACTOR shall provide a written report to COUNTY within 60 days of the effective date of the contract or 60 days upon request regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect. The COUNTY shall keep the report on file as evidence of compliance with the Order.

COUNTY OF SACRAMENTO**COST REIMBURSEMENT AGREEMENT
NO. 7805000-25-012**

**EXHIBIT E to AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"**

SCHEDULE OF FEDERAL FUNDS

- I.** ☐ If box is checked, there are **no** Federal funds in this contract.
- II.** ☐ If box is checked, there are Federal funds in this contract. CONTRACTOR is NOT a subrecipient.
- III.** ☒ If box is checked, there are Federal funds in this contract. CONTRACTOR IS a subrecipient.

Federal funding details for this contract are as follows:

A.	Assistance Listing Number:	93.674
	Assistance Listing Title:	Chafee Foster Care Independence Program
	Award Name and Federal Award Identification Number (FAIN):	N/A (via CDSS County Fiscal Letter Only)
	Award Year:	FY 2024-2025
	Were funds awarded for research and development activities?	No
	Name of the Federal awarding agency:	Federal HHS
	Name of the Pass Thru entity:	DCFAS
	Amount in this contract:	\$100,000.00

- IV.** Total Federal Funds in this contract: \$100,000.00
- V.** CONTRACTOR'S DUNS Number is: 060697109
- VI.** CONTRACTOR shall comply with all Federal requirements including OMB requirements for Single Audits, in addition to COUNTY audit requirements for the purposes of contract monitoring as stated in this agreement, as applicable.
- VII.** At the sole discretion of COUNTY, the dollar amount payable under each Federal funding source in paragraph II of this Exhibit may be changed upon written notice from the COUNTY to CONTRACTOR so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

COUNTY OF SACRAMENTO

**COST REIMBURSEMENT AGREEMENT
NO. 7805000-25-012**

**EXHIBIT F to AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"**

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CONTRACTOR agrees to comply with 5 U.S.C. 1501-1508, 31 U.S.C. §1352 and 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that CONTRACTOR named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3)-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Shall notify COUNTY within ten (10) days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.

6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.
7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY:  Signed by:
Janea Marking
6D79D9C4D46A455... DATE: 1/7/2025

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2024)

GRANT AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
24-0777-000-SG

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY’S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT’S NAME
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
2. The Agreement Term is: January 1, 2025 through December 31, 2026
3. The maximum amount of this Agreement is: \$610,140.00
4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information2 Pages

Exhibit B: General Terms and Conditions5 Pages

Exhibit C: Payment and Budget Provisions2 Pages

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.
RECIPIENT

RECIPIENT’S NAME (Organization’s Legal Name)
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY (Authorized Signature) ? Janea Marking	DATE SIGNED 01/14/2025
--	---------------------------

PRINTED NAME AND TITLE OF PERSON SIGNING
Janea Marking, Chief Business and Operations Officer

ADDRESS
5735 47th Avenue, Sacramento, California 95824-4528

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature) ?	DATE SIGNED
--------------------------------	-------------

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A**RECIPIENT AND PROJECT INFORMATION**

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
California Farm to School Incubator Grant Program

Project Title: Sacramento City Unified School District's Farm to Cafeteria Project

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Nicholas Anicich	Name:	Diana Flores
Division/Branch:	Inspection Service / Office of Farm to Fork	Organization:	Sacramento City Unified School District
Address:	2399 Gateway Oaks Drive	Address:	5735 47th Avenue
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Sacramento, CA 95824
Phone:	916-917-6736	Phone:	916-395-5600
Email Address:	nicholas.anicich@cdfa.ca.gov	Email Address:	diana-flores@scusd.edu

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Rachel Beck	Name:	
Division/Branch:	Inspection Services / Office of Farm to Fork	Organization:	
Address:	2399 Gateway Oaks Drive	Address:	
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	
Phone:	916-516-2213	Phone:	
Email Address:	rachel.beck@cdfa.ca.gov	Email Address:	

FISCAL CONTACT FOR RECIPIENT (if different from above):
--

Name:

Organization:

Address:

City/State/Zip:

Phone:

Email Address:

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ **does** ☒ **does not** **support R&D.**

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B**GENERAL TERMS AND CONDITIONS****1. Approval**

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, [Department of State Standardized Regulations](#).
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.



ATTACHMENT A: SCOPE OF WORK

Granting Agency: California Department of Food and Agriculture, Office of Farm to Fork (CDFA-F2F)

Grant Program: 2023-24 California Farm to School Incubator Grant Program

Funding Track: Track 1: The California Farm to School TK-12 Procurement and Education Grant

Grantee Name: **Sacramento City Unified School District**

Award Amount: **\$610,140.00**

A. Project Title: Sacramento City Unified School District's Farm to Cafeteria project

B. Project Summary: Sacramento City Unified School District (SCUSD) will connect local produce procurement, including highlighting local produce in school salad bars, with hands-on food education programs across the district. This project will partner with Food Literacy Center to provide professional development for nutrition staff to build farm to school knowledge, as well as expand hands-on farm to school education to additional Title-1 elementary students and high school students within SCUSD. The Urban Garden at Luther Burbank High School will expand its agriculture program to include hands-on cooking education with produce grown on the school farm. A farm to school educational video, shared to all elementary and high school students, will be created each year by a credentialed Career Technical Education (CTE) educator to showcase how fruits and vegetables from local farmers make it to their salad bar.

C. Previous Grant Program Recipient? Yes

1) **Grant agreement number:** 20-1177-000-SG

2) **Description of how the new project supplements the previous one:** This project builds on Sacramento City Unified School District's previous Farm to School grants by partnering with Food Literacy Center to continue providing hands-on cooking and nutrition education in their district. SCUSD will partner with Nutrition Services staff, who will serve as instructors in the food literacy programs, enabling a new, more powerful and lasting partnership to reach more SCUSD students. Food Literacy Center is in high demand and cannot reach all the requests for programs in its district, while Nutrition Services has a larger team of dedicated staff who are eager to take on added responsibilities to meet the needs of students.

D. Project Purpose/Need: SCUSD anticipates that this Farm to School program will bring multiple benefits to both students and staff. Nutrition Services is committed to sourcing the highest

quality ingredients that support local growers and their region. SCUSD's farm to school program connects students to local food and to the farmers and producers who grow the nutritious and delicious foods in their school meal program. SCUSD has seen considerable growth in its local procurement since 2015 when SCUSD was awarded the USDA Farm to School Grant. The district has worked with the City of Sacramento to secure adjacent property to Leataata Floyd Elementary which is now home to Food Literacy Center, a student-led one acre farm, cooking classroom and commercial kitchen which has contributed to the increase in farm to school food literacy programs. The nonprofit started in one district school in 2012, and now serves at least 14 schools per year. In some of the schools they serve, 100% of students are willing to taste new foods! In the Title 1 schools this program serves, these students live in food deserts, but at school and through hands-on food literacy education, they are eating healthy, quality meals to protect their health. They are building habits that will last a lifetime by bringing the region's best local produce to students. Through this Farm to School program, SCUSD's objective is to create a full circle connection from food service staff to students and build a powerful partnership that would link cafeteria procurement and food education. This layered approach will create full circle connections for the students around with a goal of at least one local produce item each month.

E. Project Goals & Work Plan:

PROJECT GOALS	PROJECT ACTIVITIES	TIMELINE	PERFORMED BY
1. Increase procurement of California grown or produced, whole or minimally processed food for incorporation into school meals.	a. Source new local and hyper local growers for farm to school salad bars to include local tomatoes, grapes, cucumbers and others. b. Include one featured produce item each month on salad bars across the school districts.	Jan 2025 - Oct 2026	Diana Flores, Nutrition Services (NS) Executive Director
2. Increase procurement of whole or minimally processed food (for school meals) from small to midsize food producers in CA.	a. Expand grower network to include 1-3 new small to medium local farmers.	Jan 2025 - Oct 2026	Diana Flores, NS Executive Director
3. Increase opportunities for students to engage in hands-on food education that complements the school meal program's CA food procurement efforts.	a. Food Literacy Center will provide educational and technical training opportunities annually in the form of its existing "Food Literacy Academy" Training where a total of 40 SCUSD Food Service Assistants will learn about the role of farm to school in the district and learn how to assist with food literacy lessons to 1st-6th grade students.	Jan 2025 & Aug 2025	Amber Stott, Food Literacy Center Executive Director

PROJECT GOALS	PROJECT ACTIVITIES	TIMELINE	PERFORMED BY
	<p>b. Trained SCUSD Food Service Assistants will assist in the delivery of hands-on food literacy afterschool programs in a total of 26 Title 1 Elementary Schools. Lessons will complement foods students see on the salad bar and nutrition staff will learn how to encourage students to try new foods.</p> <p>c. Food Literacy Center will deliver a 10-week hands-on food literacy program to 26 Title 1 Elementary Schools as a supplemental provider in afterschool expanded learning programs. The 10-week innovative curriculum focuses on culture- and age-appropriate lessons where students learn to cook with fruits and vegetables, learn about food culture, the difference between fruits and vegetables and how to eat different parts of a plant.</p>	Jan 2025 - Jun 2026	Amber Stott, Food Literacy Center Executive Director
4. Increase opportunities for students to engage in hands-on food education that is standards-aligned.	a. Marketing consultant, Griff Jack, will work with a food science credentialed educator, Food Literacy Center, and SCUSD Nutrition Service to develop one standards-aligned farm to school video for elementary through high school students, which will be distributed throughout the district for use in classrooms.	Jan 2025 - Jun 2026	Amber Stott, Food Literacy Center Executive Director
5. Increase opportunities for students to engage in hands-on food education that is culturally relevant.	a. Food Literacy Center leadership will collaborate with Nutrition Services and a Marketing consultant to create a model to sustainably expand its culturally relevant, highly requested food literacy afterschool programs into more school sites.	Jan 2025 - Aug 2025	Amber Stott, Food Literacy Center Executive Director
	b. In the second year of the grant term, Food Literacy Center will	Oct 2025 - Jun 2026	Amber Stott, Food Literacy

PROJECT GOALS	PROJECT ACTIVITIES	TIMELINE	PERFORMED BY
	expand afterschool programs to reach 12 additional title-1 elementary schools through 10-week hands-on food literacy programs reaching 25 students per site. Lessons include exploring food culture and feature recipes that are culturally relevant, highlighting local, cultural foods like soba noodles and guacamole.		Center Executive Director
	<p>c. Food Literacy Center will expand the program to reach 11th and 12th grade students attending CTE courses at Luther Burbank High School Agriculture Program.</p> <p>d. Students will participate in hands-on cooking education twice a month at the request of the current CTE credentialed teacher to expand the education learned in class and incorporate culturally relevant recipes to learn new cooking skills. There will be a total of 26 days of instructions over the course of the grant period with 10 classes in year 1 and 16 classes in year two. Recipes will include produce grown on the school's farm and feature culturally diverse recipes inspired by Japanese, Vietnamese, and Mexican cuisines.</p>	Jan 2025 - Jun 2025 & Oct 2025 - Jun 2026	Amber Stott, Food Literacy Center Executive Director

F. Project Reporting, Invoicing, and Evaluation Requirements: Please refer to the [2023-24 CA Farm to School Incubator Grant Invoicing & Reporting Timeline](#) for due dates.

- 1) **Beginning Interview**
- 2) **Pre-Survey:** Submit a pre-survey to the CDFA at the beginning of the grant term to summarize and quantify pre-project farm to school activities.
- 3) **Regular Financial Invoicing:** Submit **monthly or quarterly** financial invoicing to the CDFA that: **(a)** documents actual allowable project costs incurred, as listed in the approved budget (Attachment B), and **(b)** documents any program income earned as a result of the grant award during the grant duration. When invoicing for California grown

or produced, whole or minimally processed food procurement costs, grant recipients must complete the CDFA food procurement worksheet.

- i. **Payment Process:** This is a reimbursement grant program. The grant recipient will fund the project and submit monthly or quarterly invoices to the CDFA-F2F. The CDFA will reimburse allowable project costs upon approving each invoice. The grant agreement must be fully executed (signed by both parties) before project activities begin. Grant recipients are responsible for keeping all procurement records, invoices, and other related information on hand for auditing purposes.
 - ii. **IMPORTANT:** The CDFA reserves the right to withhold payment for projects that are not up to date with the filing of their pre-survey, quarterly check-ins, annual procurement check-ins, and final interview.
- 4) **Farm-Level Data:** If applicable, request farm-level data and velocity reports from distributors and make efforts to include farm-level data when completing the CDFA food procurement worksheets. The CDFA Farm to School Evaluation Team will provide support and additional guidance for these requests.
 - 5) **Quarterly Check-in Surveys:** Submit quarterly check-in surveys to the CDFA summarizing project progress, successes, and challenges.
 - 6) **Annual Procurement Check-in:** Submit data to the CDFA annually regarding California food procurement practices for the duration of the grant and the following year after the end of the project term.
 - 7) **Final Interview:** Participate in a final interview with the CDFA after the grant term concludes to discuss project successes, challenges, and other relevant information.
 - 8) **External Program Evaluation:** Participate in external evaluation activities conducted by a CDFA representative or external designee for this grant program.

G. Budget: See Attachment B: Budget

- 1) If project activities are included in this Scope of Work but not included in the Budget, they will be funded by the recipient and/or a 3rd party.

State of California

California Department of Food and Agriculture Office of Farm to Fork (CDFA F2F)

2023 24 California Farm to School Incubator Grant Program

ATTACHMENT B: BUDGET

TRACK 1: THE CALIFORNIA FARM TO SCHOOL TK-12 PROCUREMENT AND EDUCATION GRANT

District/Organization Name:

Sacramento City Unified School District

Project Award Amount:

\$610,140.00

1	BUDGET CATEGORY 1: CA FOOD PROCUREMENT COSTS (no cap)		
	Item	Spend \$\$ When	\$\$ Amount
1a	CA Food Procurement (school meals)	Duration of project	\$159,935.00
1b	CA Food Procurement (student education)	N/A	\$0.00
Total CA Food Procurement Costs			\$159,935.00
Percent of Total Proposed Award Amount			26.21%

2	BUDGET CATEGORY 2: SCHOOL KITCHEN COSTS (no cap)		
	Item	Spend \$\$ When	\$\$ Amount
2a	Supplies	N/A	\$0.00
2b	Equipment	N/A	\$0.00
2c	Infrastructure	N/A	\$0.00
Total Farm to School Kitchen Costs			\$0.00
Percent of Total Proposed Award Amount			0.00%
Category 2 Budget Narrative:			
N/A			

3	BUDGET CATEGORY 3: HANDS ON FOOD EDUCATION COSTS (no cap)		
	Item	Spend \$\$ When	\$\$ Amount
3a	Supplies	N/A	\$0.00
3b	Equipment	N/A	\$0.00
3c	Infrastructure	N/A	\$0.00
Total Farm to School Hands On Food Education Costs			\$0.00
Percent of Total Proposed Award Amount			0.00%
Category 3 Budget Narrative:			
N/A			

4	BUDGET CATEGORY 4: FARM TO SCHOOL STAFF/LABOR COSTS (no cap)		
	Salaries/Wages/Stipends:		
	Staff Position		
	(can include staff name if known)		
		Spend \$\$ When	\$\$ Amount
4a	Farm to School Project Staff	Duration of project	\$22,500.00

Salaries/Wages/Stipends Subtotal \$22,500.00

Fringe Benefits: these are calculated as a % of an individual's salary, wages, or stipend and should be determined according to your organization's established fringe benefits policy.

Staff Position

(can include staff name if known)

Spend \$\$ When

\$\$ Amount

4b

Farm to School Project Staff

Duration of project

\$5,625.00

Fringe Benefits Subtotal

\$5,625.00

Total Farm to School Staff/Labor Costs (salaries/wages/stipends + fringe benefits)

\$28,125.00

Percent of Total Proposed Award Amount

4.61%

Category 4 Budget Narrative:

Food Service Assistants: 2.5 hours/week, \$25/hour (900 hours for up to 40 Food Service Assistants), 29% Fringe Benefits

5

BUDGET CATEGORY 5: TRAVEL COSTS (no cap)

Travel Type

Spend \$\$ When

\$\$ Amount

5a

N/A

N/A

\$0.00

Total Travel Costs

\$0.00

Percent of Total Proposed Award Amount

0.00%

Category 5 Budget Narrative:

N/A

6

BUDGET CATEGORY 6: CONTRACTUAL COSTS (no cap)

Please note that grant recipients distributing funds to contractors must ensure that contractors follow all allowable and unallowable cost parameters of this program as well as financial reporting requirements such as documenting how they used the funds.

Contractor

Spend \$\$ When

\$\$ Amount

6a

Farm to School Project Contractors

Duration of project

\$306,510.00

Total Contractual Costs

\$306,510.00

Percent of Total Proposed Award Amount

50.24%

Category 6 Budget Narrative:

Food Literacy Center (\$258,510): expand Food Genius Academy Training program to more staff and offer more frequent professional growth opportunities to better educate site staff on how to engage in nutrition and food literacy education with students; provide hands-on farm to school education to 13 Title-1 elementary schools each year as a contracted supplemental provider in afterschool expanded learning; work with Nutrition Services and a marketing consultant to strategically plan to reach more schools; expand cooking program to reach 11th and 12th grade students attending career technical education courses at Luther Burbank High School Agriculture Program.

Griff Jack, Marketing Consultant (\$48,000): work with food science credentials educator, Food Literacy Center, and SCUSD Nutrition Services to develop one standards-aligned farm to school video for teachers to use throughout the district classrooms. The video will connect the California grown, seasonal produce from the farmer to their table.

**SUCCESSOR MEMORANDUM OF UNDERSTANDING
BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AND
TETTEH PEDIATRIC HEALTH
FOR SCHOOL LOCATED VACCINE EVENTS**

AGREEMENT

This Memorandum of Understanding (MOU) made and entered on August 1, 2024, outlines the responsibilities of the Tetteh Pediatric Health and Sacramento City Unified School District in implementing School-Located Vaccine Events; hereafter referred to as SLVEs.

The Childhood Immunization Project is a school-based vaccine program that will provide COVID-19, influenza, and childhood immunizations to children 6 months through 18 years of age at Sacramento City Unified School District. Childhood Immunization Project is a partnership between Tetteh Pediatric Health and Sacramento City Unified School District.

1. TERM AND TERMINATION.

1.1 Term. The Term of the MOU shall be from August 1, 2024 through July 31, 2025 ("Term"), unless earlier terminated as provided herein.

1.2 Termination for Convenience. Either Party may terminate this Agreement at any time for any reason, by giving thirty (30) days' written notice to the other Party. Tetteh Pediatric shall immediately stop further performance of the Services upon receipt of written notice from District, unless otherwise directed.

2. RIGHTS AND RESPONSIBILITIES OF THE AGENCY

2.1 Provide school with promotional materials for staff to educate families about the SLVE.

2.2 Provide documents in appropriate language(s) and provide bilingual staff if needed.

2.3 Provide information to staff and teachers about the school-located vaccine event.

2.4 Provide school with consent forms to distribute to for students to participate in SLVE.

2.5 Provide staff or volunteers to review consents for completeness prior to the agreed-upon date for administration of the vaccinations.

2.6 Provide a team to administer COVID-19, influenza, and childhood immunizations vaccinations to students and staff at the respective school campuses on dates and at times specified by the respective schools. Vaccinations will be administered by trained physicians, registered nurses, or medical assistants.

2.7 Provide documentation to participants of the vaccine received.

- 2.8 **Agency Service Location.** All Agency Services shall be delivered to or provided in-person at the District sites identified in **Attachment A**. The specific areas on District campuses where such services shall be provided will be determined by the District.

3. **RIGHTS AND RESPONSIBILITIES OF THE DISTRICT**

District agrees to the responsibilities as set forth herein, during the Term of this MOU:

- 3.1 The District will permit Tetteh Pediatric Health staff to enter School Sites/District properties identified on **Attachment A** to provide the Services listed above.
- 3.2 District nurses and support staff, to the extent reasonably possible as determined by the District in its sole discretion, will assist with promoting the Childhood Immunization Project services to youth and families in collaboration with Tetteh Pediatric Health staff.
- 3.3 To support this effort, Sacramento City Unified School District will:
- 3.3.1 Promote the SLVE with families by posting provided promotional material on campus and distributing promotional materials.
- 3.3.2 Distribute and collect consent forms on the agreed-upon deadlines.
- 3.3.3 Communicate with Tetteh Pediatric Health staff regarding material needs and scheduling.
- 3.3.4 Identify an appropriate space to hold the SLVE and provide chairs and tables as needed.
- 3.3.5 Permit Tetteh Pediatric Health staff and volunteer's access to School Sites/District properties identified on **Attachment A** and facilities as necessary to prepare for and participate in the SLVE. This may include access on dates other than the day of the SLVE.
- 3.3.6 Recruit volunteers to help support the SLVE staff on the day of the event.
- 3.3.7 Help identify students with their consent forms to maintain safety.
- 3.3.8 Not be involved in the direct provision of healthcare services. Provider shall be solely responsible for establishing arrangements of payment with insurance for billing, payment, and reimbursement. Compensation is stated in Section 4.1.
- 3.3.9 Participate in a post-SLVE evaluation survey.
- 3.3.10 Ensure that Tetteh Pediatric Health is provided with no more than Directory Information as defined under the Family Educational Right and Privacy Act (FERPA) with respect to students participating in the school-located vaccine event.

4. **COMPENSATION**

4.1 There will be no financial obligation to either Party by either Party in this Agreement.

5. **PERSONNEL.**

5.1 **Qualifications; Certifications/Licenses.** Agency shall ensure that all Agency employees, staff, agents, and/or contractors assigned to provide Services to District shall hold any license, certificate, permit, or other document required for the service rendered, consistent with the Education Code and/or all other applicable laws. Agency shall maintain appropriate documentation of all applicable licenses, certificates, permits, or other documents held by all Agency employees, staff, agents, and/or contractors assigned to provide Services to District, and provide a copy to the District upon request.

6. **INSURANCE.**

6.1 **Minimum Amounts.** During the Term of this MOU, Agency shall maintain and provide at all times it performs any portion of the Services, the following insurance, with minimum limits equal to the amounts indicated below, at each Party's sole cost and expense:

- a. Comprehensive or Commercial General Liability insurance with limits of at least \$2,000,000 Per Occurrence / \$4,000,000 Aggregate.
- b. Sexual Abuse and Molestation Insurance with limits of at least \$3,000,000 Per Occurrence / \$5,000,000 Aggregate.
- c. Professional Liability (Errors and Omissions) Insurance with limits of at least \$2,000,000 Per Occurrence / \$4,000,000 Aggregate.
- d. Statutory Workers' Compensation Insurance, as prescribed by the law of the State of California.

6.2 **Proof of Carriage of Insurance.** Upon request, Agency shall furnish the District with certificates indicating the required coverages have been obtained.

6.3 **Additional Insured.** Agency shall list District, its Board of Education, officers, employees, agents, representatives, and authorized volunteers under its General Liability Policy as a named insured prior to Agency providing Services to the District. The coverage shall contain no special limitations on the scope of protection afforded to the District, the Board and each trustee, its officers, employees, or authorized volunteers.

7. **INDEMNIFICATION.**

7.1 **Indemnification by Agency.** To the furthest extent permitted by law, Agency agrees to indemnify, defend, and hold harmless the District, its Board of Education, officers, employees, agents, representatives, and volunteers from and against any and all

liabilities, claims, suits, damages, costs, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) that the District may incur and that arise out of work, service, obligations, or performance under this MOU, or for any activity, work, or thing done, permitted, or suffered by Agency in conjunction with this MOU, excluding those claims, liabilities, damages, or judgments arising from the sole active negligence or willful misconduct of District.

7.2 **Indemnification by District.** District agrees to indemnify, defend, and hold harmless Agency, its officers, employees and agents from and against any and all liabilities, claims, suits, damages, costs, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) that Agency may incur and that arise out of the District's negligent acts or willful misconduct in connection with this Agreement.

7.3 **Limitation of District Liability.** Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

8. GENERAL PROVISIONS.

8.1 **Exclusive Use.** Services provided under the Agreement are for the exclusive use of the District and District students. No other persons shall be allowed onto District property for the purpose of receiving services by Tetteh Pediatric Health.

8.2 **Health and Safety.** Agency is responsible for maintaining the health and safety of all District students and staff in the performance of this Agreement. Agency shall be responsible for complying with all applicable federal, state, county, District, or local laws, regulations, and guidelines regarding public health and safety, including but not limited to any requirements pertaining to a pandemic or epidemic.

8.3 **Compliance with Laws and District Policies.** Agency agrees to comply with all applicable federal, state, county and local laws and regulations, and District policies and practices in performing the Services under this Agreement. Failure to comply with such laws, regulations, and/or District policies and practices is considered a material breach of the Agreement and may result in termination.

8.4 **Fingerprinting Certification.** Pursuant to the procedures provided in Education Code section 45125.1, Agency and its employees, staff, agents and/or contractors ("Tetteh Pediatric Health staff") agree to fingerprint and perform background checks on any and all Tetteh Pediatric Health staff who may come into contact with District students in the course of performing Services under this MOU. Agency further agrees to read and sign the Fingerprinting Certification attached hereto as **Attachment B** and incorporated herein, and to provide the District with such written certification that Agency has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all Tetteh Pediatric staff

- who may have contact with District students in the course of providing the Services, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as defined in Education Code sections 45122.1, *et seq.* A complete and accurate list of such cleared individuals who may come in contact with District students during any term of this Agreement will be maintained by Agency and made available to the District upon request.
- 8.5 **Subsequent Arrest Notification.** Agency shall notify the District within 24 hours of any notice (e.g. a subsequent arrest notice) that a Tetteh Pediatric Health staff was arrested if that person has had or may have contact with District students.
- 8.6 **Child Abuse Reporting.** To the extent that Agency and its employees or contractors are deemed “mandated reporters” under Penal Code section 11165.7, Agency affirms that Agency and its employees or contractors who will be providing Services to the District are annually trained in, and shall comply with, all applicable child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code sections 11164 *et seq.* and Education Code section 44691.
- 8.7 **Tuberculosis Examination.** Agency shall comply with the requirements of California Education Code section 49406 and Health and Safety Code section 125125, *et seq.* regarding the assessment and, as applicable, examination, of all employees, contractors and volunteers for tuberculosis. For each employee or contractor of Agency that may provide Services under this Agreement, Agency shall provide to District documentation of such compliance before Agency’s employees or contractors come in contact with a student.
- 8.8 **Independent Contractor.** Nothing contained in this Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the Parties or Tetteh Pediatric Health staff. The relationship between the Parties will at all times be that of independent contractors. Neither Party will have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either Party except those expressly granted herein. Agency shall assume full responsibility for payment of all federal, state and local taxes or contributions including Unemployment Insurance, Social Security and Income Taxes with respect to Agency’s employees.
- 8.9 **Force Majeure.** A Party shall be excused from the performance of any obligation imposed in this Agreement and the Attachments hereto for any period and to the extent that a Party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other Party or third Parties, a governmental agency or entity, an Act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, pandemic, epidemic, strikes or lockouts, and such nonperformance will not be a default hereunder or a grounds for termination of this Agreement. Agency shall not be entitled to recover any monetary damages from District as a result of a force majeure event.
- 8.10 **Non-Discrimination.** Agency affirms that it shall not, in employment or operation of its programs and Services, unlawfully discriminate on the basis of 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 characteristic.

- 8.11 **Confidentiality and Student Privacy.** Agency and all of its employees, agents, personnel, and/or contractors shall maintain the confidentiality, and protect from unauthorized disclosure, of any and all information received in the course of performing any and all Services pursuant to this Agreement, including but not limited to all District student information and records, whether disclosed verbally, identified as confidential or proprietary at the time of disclosure, or that the Agency should have reasonably determined to be confidential based on the nature of the information and/or the circumstances of its disclosure. Agency and all of its employees, agents, personnel, and/or contractors shall not use such confidential information for any purpose other than carrying out the obligations under this Agreement. Agency understands that all student records are confidential and agree to comply with all applicable federal, state, and local laws concerning the maintenance and disclosure of student records, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"). This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 8.12 **Disputes.** In the event of a dispute between the Parties as to performance of the Services, interpretation of the Agreement, or payment, the Parties will meet and confer and attempt to resolve the matter informally. Thereafter, the Parties agree that any and all disputes in any way arising out of or relating to this Agreement will be submitted for resolution by non-binding mediation. Each Party in such mediation shall bear its own costs and attorneys' fees incurred in connection with the mediation. Neither Party may initiate any arbitration or legal action prior to the conclusion of the mediation.
- 8.13 **Governing Law/Jurisdiction.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to enforce the terms and conditions of this Agreement shall be based in Sacramento County, California.
- 8.14 **Notice.** Any notice, demand or other communication required or desired to be given under the Agreement shall be in writing and shall be deemed given (i) upon receipt when delivered by hand; (ii) one (1) business day after being sent by facsimile (with a transmission receipt verified by the sender and a hard copy promptly dispatched by United States mail, postage prepaid); (iii) one (1) business day after being sent by Federal Express or other nationally recognized overnight courier for next business day delivery, fee prepaid; or (iv) three (3) days after being mailed by first-class certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to District:

Sacramento City Unified School District
Attn: Tina Alvarez Bevins, Contract Analyst
5735 47th Avenue
Sacramento, California 95824

If to Agency:

Tetteh Pediatric Health
Attn: Beatrice Tetteh, MD, MPH
8120 Timberlake Way, Suite 207
Sacramento, CA 95823

- 8.15 **Assignment.** Neither the Agreement nor any duties or obligations under the Agreement shall be assignable by a Party to the Agreement without the express prior written consent of the other Party.
- 8.16 **Severability.** In the event any term, condition, or provision of the Agreement shall be held to be invalid, void, and/or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect, and be valid and binding on the Parties hereto.
- 8.17 **Attorneys' Fees and Costs.** In the event of any legal action or proceeding to enforce any term or provision of the Agreement, or to collect any portion of the amount payable under the Agreement, each Party shall bear its own litigation and collection expenses, including witness fees, court costs, and attorneys' fees and costs.
- 8.18 **Captions.** The captions of paragraphs used in the Agreement are for reference only and the text thereof are not to be construed as material to the understanding or interpretation of the respective provisions.
- 8.19 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior discussions, negotiations, and agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of the Agreement which is not contained in it shall be valid or binding. This Agreement may be amended or modified only by the mutual written consent of the Parties hereto.
- 8.20 **Counterparts.** This Agreement may be executed by the Parties hereto in any number of counterparts (and by each of the Parties hereto on separate counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.
- 8.21 **Incorporation of Recitals and Attachments.** The recitals and each Attachment attached hereto are hereby incorporated herein by reference.

- 8.22 **Governing Board Approval.** In accordance with Education Code section 17604, this Agreement is subject to approval or ratification by the District Board of Education, and does not become effective until and unless such approval/ratification is obtained.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement upon the terms, conditions and provisions set forth above.

Tetteh Pediatric Health

Sacramento City Unified School District

Name: Beatrice Tetteh, MD, MPH

Name: Janea Marking

Medical Director/Owner
Title

Chief Business Officer
Title

Beatrice Tetteh, MD, MPH

Signed by:

Janea Marking

Signature

Signature

10/25/2024

01/14/2025

Date

Date

ATTACHMENT A
School Sites/District Properties Services will be provided:

- 1.** Rosa Parks Elementary
- 2.** John Still Elementary
- 3.** Susan B. Anthony Elementary
- 4.** Leataata Floyd Elementary
- 5.** Bret Harte Elementary
- 6.** Parkway Elementary
- 7.** Bowling Green McCoy
- 8.** John Bidwell Elementary
- 9.** John Sloat Elementary
- 10.** Nicholas Elementary
- 11.** Pacific Elementary

ATTACHMENT B

Fingerprinting Certification

I, Beatrice Tetteh, MD, MPH, on behalf of Tetteh Pediatric Health ("Contractor"), certify that, pursuant to Education Code section 45125.1, Contractor has conducted the required criminal background check(s) of all persons who will be providing services to the Sacramento City Unified School District ("District") on behalf of Contractor, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). I understand that this certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. As further required by Education Code section 45125.1, **attached hereto** is a list of names of the employees or agents of Contractor who will be providing services to the District and who are required to be fingerprinted. I agree to keep this list current and to notify the District of any addition/deletions as they occur.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 25th day of October, 2024 in Sacramento, California.

(Seal of business)

By: Beatrice Tetteh, MD, MPH
(Signature)

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District Lisa Allen, Superintendent PO Box 246870 Sacramento, CA 95824-6870	CDE GRANT NUMBER			
	FY	PCA	Service Location	Suffix
	2024–25	13693	67439	S1
	INDEX		County Code	
Attention Lisa Allen	0663		34	
Email superintendent@scusd.edu				
Telephone 916-643-9000	STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI) Q4QJQR4MX729	Resource Code		Revenue Object Code	
Program Office Sacramento City Unified SELPA 3412	3386		8182	

Name of Grant Program Supporting Inclusive Practices						
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$30,500.00		\$30,500.00		07/01/2024	09/30/2026
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency	
84.027A	H027A240116	Individuals with Disabilities Education Act Part B, Section 611			United States Department of Education	

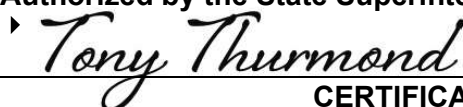

I am pleased to inform you that you have been funded for the Supporting Inclusive Practices grant.

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

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the consultant listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Nellie Amaro at SEDContractsGrants@cde.ca.gov

California Department of Education Contact Erin Rodrigues, Special Education Division		Job Title Education Programs Consultant	
E-mail Address ERodrigues@cde.ca.gov		Telephone 916-445-4559	
Authorized by the State Superintendent of Public Instruction or Designee 		Date December 23, 2024	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>			
Printed Name of Authorized Agent Janea Marking		Title Chief Business and Operations Officer	
E-mail Address janea-marking@scusd.edu		Telephone (916) 643-9055	
Signature 		Date	

Federally Funded Requirements

The grantee must comply with the Cash Management requirements that pertain to Title 2, Code of Federal Regulations (CFR) sections 200.302 and 200.305. Grantees of advanced federal funds must calculate and report interest on a quarterly basis to the CDE at cashmanagement@cde.ca.gov and, at least annually, remit any interest earned greater than \$500 per year. Additional information is available on the CDE Interest Earned on Federal Funds web page at <https://www.cde.ca.gov/fq/ac/co/intfedfunds.asp>. Contact cashmanagement@cde.ca.gov if you have any questions.

Conditions of the Grant Award

1. This grant was awarded to the California Department of Education (CDE) by the U.S. Department of Education (ED). This program is authorized under the Individuals with Disabilities Education Act (IDEA) Part B, Section 611, as amended on December 3, 2004, and codified under Public Law 108 446, 20 *United States Code* 1400 et seq. Implementing regulations for this program are in Title 34 of the *Code of Federal Regulations (CFR)* Part 300. This grant shall be administered in accordance with the provisions of the IDEA.
2. IDEA Part B funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified in 2 *CFR* Part 200 and commonly referred to as the Uniform Guidance. The Uniform Guidance provisions in 2 *CFR* Part 200 replace provisions previously found in the Education Department General Administrative Regulations, or EDGAR, in 34 *CFR* parts 74 and 80 and prior Office of Management and Budget Circulars A-87 and A-133.
3. General Assurances are hereby incorporated by reference. The CDE has agreed to accept the assurances your agency currently provides in the Consolidated Application. The CDE will verify if your agency has submitted required certifications and assurances on the CDE Request for Applications: Consolidated Application (ConApp) web page at <https://www.cde.ca.gov/fq/aa/co/ca24rfa.asp> prior to the initial grant award payment.
4. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the AO-400, which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 to the CDE.
5. The grantee must complete the Expenditure Report, which is available on the CDE Local Educational Agency (LEA) Grants web page at <https://www.cde.ca.gov/sp/se/as/leagrnts.asp> under "Other Resources," and submit it to SEDgrants@cde.ca.gov. Please ensure that these funds are appropriately reported by using the Standardized Account Code Structure indicated on this award. All approved project funds must be expended or legally obligated within the designated award period. For information on reporting requirements and payment reimbursements, refer to the Expenditure Report Instructions on the CDE LEA Grants web page at <https://www.cde.ca.gov/sp/se/as/leagrnts.asp> under "Other Resources." Note: The Federal Cash Management Improvement Act of 1990 was enacted by Public Law 101 453 and codified at 31 *United States Code* sections 3335, 6501, and 6503. The implementing regulations are provided in 31 *CFR* Part 205. In accordance with 31 *CFR* Part 205.10, the CDE grant allocations must be limited to the actual, immediate cash requirements of the grantee.
6. Upon completion of grant conditions 3 through 5, the initial payment will be processed up to the actual expenditures reported.
7. The grantee must provide, for each member LEA receiving IDEA funds, the negotiated, approved, federally recognized indirect cost rate (ICR) for agency-wide and general management costs according to *CFR* Part 200.331(a)(4). The CDE-approved rates for LEAs are available on the CDE ICR web page at <https://www.cde.ca.gov/fq/ac/ic/>. The grantee must complete the ICR Report and return it with the Final Expenditure Report.

8. The grantee must complete and submit the Final Expenditure Report and ICR Report to SEDgrants@cde.ca.gov no later than **October 10, 2026**, to meet end-of-year federal reporting and payment deadlines. If October 10 falls on a weekend, the Final Expenditure Report will be due on the following Monday. Upon receipt of these documents, up to 100 percent of the grant will be reimbursed.
9. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Information about the ED OIG Hotline is available on the OIG Hotline Fraud Prevention web page at <https://oig.ed.gov/oig-hotline>.
10. Under the authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.
11. By signing this document, you are agreeing to the terms and conditions of this grant and will utilize grant funding for the purposes allowable to implement Supporting Inclusive Practices (SIP), including:
 - Create a new or update an existing action plan for increasing Least Restrictive Environment targets.
 - Participate in scheduled SIP events, which include (but are not limited to) attending webinars, sending at least one LEA representative to the Spring Institute, and sending at least one LEA representative to other SIP trainings scheduled for the 2024–25 fiscal year.
 - Schedule ongoing coaching/training with your assigned LEAs, which will include at least one site visit per the 2024–25 fiscal year.
 - Participate in quarterly conference calls to update SIP directors and the CDE Grant Monitor on technical assistance and support provided.
 - Ensure each team comprises representatives from the following areas: administration, special education, and general education.
 - Participate in a minimum of one (in-person) site visit by a SIP team member.
 - Engage in quarterly meetings with a SIP team member.
 - Attend the SIP Welcome Webinar.
 - Attending the SIP Spring Institute.
 - Create a plan for increasing equity and inclusion (e.g., Logic Model, Compliance, and Improvement Monitoring Implementation Plan, Local Control and Accountability Plan).

Additionally, if personnel changes occur within the project or you are unable to complete the project due to an unforeseen issue, the project administrator must notify the CDE contract monitor and the SIP directors within one week of becoming aware of the issue. Grant funding will be prorated for any portion of the project the grantee is unable to complete.

If you have any questions regarding this grant, please contact Erin Rodrigues, Education Programs Consultant, at 916-445-4559 or ERodrigues@cde.ca.gov. If you have questions regarding payment status, please contact the Special Education Division Fiscal Payments I Unit at SEDgrants@cde.ca.gov.

cc: Business Fiscal Officer
Program Office

**MEMORANDUM OF UNDERSTANDING
BETWEEN SACRAMENTO NATIVE AMERICAN HEALTH CENTER, INC.
AND SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the Sacramento Native American Health Center, Inc. ("SNAHC"), a California non-profit corporation, and Sacramento City Unified School District ("SCUSD"), a school district in Sacramento County, (individually a "party" and collectively the "parties") as of the date of the last signature of this Agreement.

WHEREAS, SNAHC is a non-profit corporation operating as a Federally Qualified Health Center that administer various healthcare programs and services as an urban Indian organization under the Indian Health Care Improvement Act to provide, and arrange the provision of, high quality, cost-effective, community-based comprehensive primary and preventive health care and related services (including, but not limited to, ancillary and enabling services) to the underserved and vulnerable populations residing in the Sacramento region and its surrounding communities;

WHEREAS, the SCUSD and SNAHC wish to enter into a memorandum of understanding for the provision of health care services to eligible Luther Burbank High School (LBHS) students.

WHEREAS, the parties desire to enter into this MOU to articulate and clarify the roles, responsibilities and expectations of each party for the provision of health services to eligible SCUSD LBHS students requiring services.

NOW THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. OBLIGATIONS OF THE PARTIES

SNAHC and SCUSD shall perform such obligations which are set forth in **Exhibit A**, attached and incorporated herein by reference, in accordance with this MOU.

2. TERM; TERMINATION

2.1. The term of this MOU shall commence on **August 1, 2024** and end on **July 31, 2027**, unless sooner terminated in accordance with this MOU. The parties may renew this MOU for additional terms upon mutual written agreement.

2.2. Either party may terminate this MOU by providing fourteen (14) days' written notice to the other party.

3. COMPENSATION AND BILLING

3.1. Costs. Except as otherwise provided in the MOU, neither party shall be responsible to the other party for the cost of the other party's programs or the cost of any third-party organization that might benefit from a particular aspect of this MOU. Each party covenants and agrees to bear all of its own costs that it should or may incur with respect to the operation of any program, including the cost of service of its employees and incidental costs in connection therewith.

3.2. Billing. SNAHC shall have the right to bill for, collect and retain reimbursement for patient services rendered under this MOU. Medicaid, any insurance affordability program, private insurance and sliding fee scale for uninsured or underinsured may be billed for by SNAHC. No student will be turned away due to inability of payment.

4. CONFIDENTIALITY

- 4.1.** Each party understands and acknowledges that, by virtue of entering into this MOU, each party may have access to confidential and proprietary information of the other party that is confidential and constitutes valuable, special and unique property of the other party (“Confidential Information”). Each party shall only use Confidential Information in the performance of the duties described in this MOU. No party shall, without the prior written approval of the other party, directly or indirectly, disclose confidential information to any person or entity except its own employees and representatives, including attorneys, accountants, and financial advisors, on a need-to-know basis or as required by law.
- 4.2.** The parties agree to comply with any applicable laws or regulations and make best efforts to assure that:
- 4.2.1. All information and records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery or evaluation of such services.
- 4.2.2. No person will publish, disclose, use, or permit to be published, disclosed, or used, any confidential information pertaining to applicants, participants, or students overall.
- 4.2.3. Each party shall only share information between the parties to the extent allowable, necessary and in accordance with applicable laws and regulations.
- 4.3.** Each party shall comply with, and require its officers, employees, agents, volunteers, or contractors to comply with all applicable laws and regulations regarding the confidentiality, privacy, and security of all patient information, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) (45 C.F.R. Part 160, et seq.), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) (Public Law 111-5), and the Confidentiality of Substance Use Disorder Patient Records (42 U.S.C. 290dd-2), as amended from time to time, and its implementing regulations. The parties agree to comply with the requirements set forth in **Exhibit B** (“Business Associate Agreement”) attached and incorporated herein by reference.
- 4.4.** Each party shall notify the other party promptly if the party knows of any unauthorized possession, use, knowledge or attempt thereof, of either party’s data files or other confidential information and shall promptly furnish to that party full detail of the unauthorized release or access of such confidential information and shall assist with the investigation or prevention of the further release of such information.
- 4.5.** The provisions of this section shall survive the expiration or termination of this MOU.

5. DATA DISSEMINATION

For purposes of publicity, advertising, or media release in any form or medium, the parties shall confer with one another regarding the time, manner and content of appropriate data dissemination, results of studies or reports, or other materials, and consent to such dissemination.

6. INSURANCE

During the term of this MOU, each party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this MOU and obtain, keep in force and maintain, insurance or equivalent program of self-insurance for professional liability, general liability, worker’s compensation as required under applicable law and business automobile liability adequate to cover its potential liabilities hereunder. Upon a party’s request, the other party shall supply a certificate, or certificates, of insurance or self-insurance evidencing coverage.

7. COMPLIANCE WITH LAWS

Each party shall comply with all applicable federal and state laws and regulations applicable to its performance under this MOU. Any violation of these laws, statutes, rules, or regulations constitutes a breach of this MOU and entitles the non-breaching party to terminate this MOU immediately upon delivery of written notice of termination to the breaching party.

8. DISQUALIFIED PERSONS

Each party represent and warrant that they nor their respective employees, agents, volunteers, or contractors has ever been convicted of any crime or offense related to health care, governmental program or a felony involving dishonesty or moral turpitude, or listed by the Medicare or Medi-Cal programs or any other federal or state agency as debarred, excluded or otherwise ineligible for any federal or state program participation. For purposes of this MOU, "dishonesty or moral turpitude" shall mean any act or omission that implicates an individual's honesty or integrity and in particular shall include any crime involving fraud, deceit, or theft. This shall be an ongoing representation and warranty during the term of this MOU and each party shall immediately notify the other party of any change in the status of any of the representations and/or warranties set forth in this Section 9.

9. NON-DISCRIMINATION

In the performance of this MOU, the parties agree that it shall not engage nor employ any unlawful discrimination against any person or persons on account of race, color, sex, sexual orientation, gender identification, creed, national origin, age, disability, or any other protected group in accordance with the requirements of applicable laws in the admission and provision of goods and services.

10. LICENSURE

The parties shall secure and maintain throughout the term of this MOU all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to perform the services contemplated by this MOU.

11. CRIMINAL BACKGROUND CHECK

It is the responsibility of SNAHC to make certain that its employees, agents, volunteers, and contractors providing services under this MOU undergo criminal background checks consistent with the governing law and established policies and procedures of SNAHC.

12. STATUS OF THE PARTIES

The relationship between the parties is that of independent contractors only. Nothing contained in this MOU will be deemed or construed to create any partnership, joint venture or other relationship between them, nor will any of their respective employees be construed or deemed to be agents, employees or representatives of the other.

13. NOTICES

All notices which are required or permitted to be given pursuant to this MOU shall be in writing and shall be sufficient in all respects if delivered personally, by electronic mail or facsimile (with a confirmation by certified mail, return receipt requested, placed in the mail no later than the following day), by express courier (such as Federal Express) or by certified mail, return receipt requested, postage prepaid, addressed to the parties at addresses shown with their signatures (or such other address as may hereafter be designated by a party by written notice thereof to the other party). Notice shall be deemed to have been given upon transmittal thereof as to communications which are personally delivered or transmitted by electronic mail or facsimile and, as to communications made by United States mail, on the third day after mailing.

14. NON-EXCLUSIVITY

This MOU is not exclusive, and nothing herein shall preclude either party from contracting with any other person or entity for any purpose.

15. COOPERATION

SCUSD agrees to cooperate with SNAHC to conform with the terms of its governing requirements and procedures. Notwithstanding the foregoing, nothing herein shall be construed to obligate SNAHC to provide additional services without its prior written consent.

16. INTERPRETATION

The MOU shall not be construed or interpreted for or against any party hereto because the party drafted or caused that party's legal representative to draft any of its provisions. Any heading of the paragraphs in this MOU is inserted for convenience and reference only and shall be disregarded in construing or interpreting this MOU. When interpreting the MOU, the terms of this MOU shall be controlling unless, specifically changed by an Amendment signed by the parties, all other documents shall be subordinate to the general terms of this MOU.

17. SEVERABILITY

Each provision of this MOU shall be deemed a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of the MOU, which shall remain in full force and effect.

18. ASSIGNMENT

This MOU shall be binding upon the parties hereto and their successors and assigns, except that neither shall assign their rights, duties or responsibilities set forth in this MOU without the express written consent of the other party.

19. THIRD PARTY RIGHTS

Nothing contained herein is intended nor shall be construed to create rights running to the benefit of any person or entity not a party to this MOU.

20. FORCE MAJEURE

Neither party hereto shall be liable for any delay or failure in the performance of any obligation under this MOU to the extent that such nonperformance, delay, loss or damage results from a contingency outside the reasonable control of such party. A contingency for the purposes of this MOU includes acts of God, explosions, storms, blockades, public disorders, quarantine restrictions, embargoes, act or threat of terrorism, strike or labor action, war or threat of military or significant police action, natural disaster, utility failures, power outages, loss of qualified professionals, governmental acts, orders, or restrictions, or other cause beyond its reasonable control. The party claiming to be affected by a contingency shall promptly give notice to the other party.

21. NO CONSEQUENTIAL DAMAGES

To the fullest extent permitted by law, in no event shall either party be liable for any incidental, consequential, special exemplary or indirect damages arising out of or related to this MOU.

22. PREVAILING FEES

In the event of any legal action or proceeding between the parties, the prevailing party in such action or proceeding shall be entitled to reimbursement of reasonable attorneys' fees and expenses from the other party.

23. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this MOU shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this MOU.

24. RECITALS, EXHIBITS, AND APPENDICES

The recitals, exhibits, and appendices attached hereto, are hereby incorporated into this MOU by reference.

25. ENTIRE AGREEMENT; AMENDMENT

This MOU constitutes the entire agreement of the parties with respect to the matters contained herein, and supersedes any and all other discussions, statements and understandings, oral or written, regarding such matters. This MOU shall be amended only upon the execution of a written agreement by both parties hereto. Any attempt to amend or modify this MOU in any manner other than by written instrument executed by the parties shall be void.

26. COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

27. REPRESENTATION OF AUTHORITY

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be signed and intend to be legally bound thereby.

SACRAMENTO NATIVE AMERICAN HEALTH
CENTER, INC.

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT

Britta Guerrero
Chief Executive Officer

Janea Marking
Chief Business and Operations Officer

Date

Date

EXHIBIT A

Roles and Responsibilities

I. Responsibilities of SNAHC

- A. Services. SNAHC will provide the health care services to eligible SCUSD LBHS students. SNAHC's goal is to provide students with services same day, stand-by appointment, and/or soonest available appointment. SNAHC will offer reproductive health and behavioral health services through Family Pact and Sensitive Services Medi-Cal. For students with parents or guardians who are patients at SNAHC, students can access additional SNAHC services as appropriate.
- B. Referral Process. Services will be provided via the following process:
- (1) SNAHC will provide patient referral packets to the SCUSD LBHS Student Support staff which includes a school-based registration form, consent(s), and Sensitive Services enrollment form. Once the packet is completed and received by SNAHC, the SNAHC Member Services team will create a chart for the student and verify Sensitive Services coverage. Students will not be turned away. If a student's coverage lapses, SNAHC will notify the LBHS Student Support Center. For students with established coverage, SNAHC Member Services will reach out to schedule the student and will flag the student for Sensitive Services in the Electronic Health Record of the student. This will notify other SNAHC staff about the confidential status of the student. The SNAHC front desk will check-in students for appointments.
 - (2) If the LBHS student is a self-referral or drop-in, the SNAHC Member Services team will meet with the student to gather the student's age, school-based registration form, consent, enrollment in Family Pact (reproductive health) or Sensitive Services Medi-Cal (reproductive and behavioral health). SNAHC will distribute applicable Family Pact cards to students, create student charts, and schedule students into appointments. To schedule behavioral health appointments, SNAHC will initiate an assessment with its Integrated Behavioral Health team, with no additional referral needed. SNAHC will call students to reschedule missed behavioral health appointments as soon as possible and notify the LBHS Student Support Center.
 - (3) For parents or guardians who wish to become a patient at SNAHC and receive care for their child who attends LBHS, SNAHC will engage with the individual through the normal Member Services process and assignment to SNAHC by a managed care plan. Students with parents assigned to SNAHC can be seen same-day or through first-available appointments.
- C. Service Location. Intake appointments and individual appointments will be primarily at SNAHC Florin Road.
- D. SNAHC's services under this MOU are limited to students of SCUSD LBHS.
- E. Upon request, SNAHC will provide LBHS staff with access to its Florin Road meeting rooms as applicable and available for use.
- F. SNAHC will periodically meet with the SCUSD LBHS regarding the effectiveness of the services. Nothing herein shall require SNAHC to divulge patient information without the written consent of the patient or patient representative except in those circumstances when SNAHC is permitted or required by law to release information.

II. Responsibilities of SCUSD

- A. The LBHS Student Support Center staff will utilize the packet provided by SNAHC to refer students for appointments. Support Center staff will email the completed packet to partners@snahc.org for processing by the SNAHC Member Services team, or a student can drop-in with the paperwork completed at the LBHS Student Support Center. If a student needs coverage in Sensitive Services, the LBHS Student Support Center will enroll the student. If coverage lapses, SNAHC the LBHS Student Support Center will re-enroll the student after receiving notice from SNAHC.

- B. SCUSD agrees to provide assistance in dissemination of information about SNAHC's programs and services to relevant students.
- C. Upon request, LBHS will provide SNAHC staff with access to its campus meeting and event spaces as applicable and available.

III. Responsibilities of the Parties

A. The SCUSD and SNAHC will maintain their own records. SNAHC will maintain patient information in SNAHC's separate electronic health record system. The SCUSD understands and agrees that when a record is developed in response to a referral for health care services and SNAHC provides services, that record (i.e., "records of the identity, diagnosis, prognosis, and treatment of an individual maintained in connection with the performance of services") belongs to the SNAHC and is not a part of the student records. As such, only those individuals authorized by SNAHC or those who have a written authorization for release of information may have access to information in these records, unless otherwise required or authorized by law.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is entered into as of the date of the last signature of the Parties below (“Effective Date”) by and between The Regents of the University of California, on behalf of University of California, Davis Health (“UCDH”), and Sacramento City Unified School District on behalf of Arthur Benjamin Health Professions High School (“ABHPS”). UCDH and ABHPS are each referred to as a “**Party**” and together as the “**Parties.**”

The Parties have entered into discussions concerning potential collaboration (the “**Collaboration**”) that the Parties anticipate would involve educational outreach, data exchange and shadowing opportunities.

The Parties now set forth their mutual intention to work together in an effort to advance their discussions relating to the Collaboration.

1. Background and Purpose.

Clinical research is a part of UCDH mission. As a part of the mission, UCDH is engaged in innovative workforce development programs aiming to increase awareness of clinical research as profession and to educate community about clinical research in general. Previously, five (5) achieving students from ABHPS spent five (5) days on the UCDH campus, immersing in clinical research concepts and hands-on activities. UCDH wishes to build on this successful collaboration by introducing additional learning opportunities to ABHPS students during the academic school year and hosting ABHPS students at UCDH premises.

2. General Structure of the Collaboration.

A. UCDH will provide the following:

- (i) Educational outreach (approximately two (2) times per month, for the duration of the semester, covering a variety of topics in health and clinical research (e.g., lectures and hands on activities);
- (ii) Providing de-identified aggregated health data for the explicit purposes of fulfilling ABHPS students’ academic requirements for graduation. Such de-identified data (as such term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations promulgated thereunder) will not be used for any other purpose outside of the Collaboration, and will not be made publicly available in any form or manner on social media, websites or any other public media outlets by ABHPS employees, students or students’ relatives;
- (iii) Live demonstration of technology for querying health data in de-identified aggregated manner; and

- (iv) Hosting a cohort (no more than five (5)) of students during the summer (e.g., Summer 2025) at UCDH facilities for the purposes of hands-on learning about clinical research. Such activities will be provided by the UCDH Clinical Translational Science Center (“CTSC”) in line with the UCDH Policy on “Observers” and will require completion of UCDH individual confidentiality agreements.

B. ABHPHS will provide the following:

- (i) Assist UCDH in scheduling the ABHPHS students as UCDH visitors, including, but not limited to, parking, badges and other necessary administrative provisions;
- (ii) Audio visual equipment;
- (iii) Assistance with creating questions and queries for health data; and
- (iv) Assist with selection of ABHPHS students for hands-on learning at UCDH premises.

3. General Coordinators. Each Party shall designate an individual within each respective Party’s organization to generally oversee and facilitate the programmatic implementation of this MOU. These individuals are:

For UCDH: Olga Kishchenko, CTO Education Program Manager
 Clinical and Translational Science Center
 UC Davis Health
 2921 Stockton Blvd
 Suite 1400
 Sacramento, CA 95817

For ABHPHS: Holly Buckley, Principal
 Arthur Benjamin Health Professions High School
 451 McClatchy Way
 Sacramento, CA 95818

Additional Terms and Conditions:

4. Period of MOU. The term of this MOU shall be from January 1, 2025 to June 30, 2026. This MOU may be extended by mutual written agreement of the Parties.
5. Intellectual Property. By entering into this MOU, neither Party grants to the other Party any intellectual property or other proprietary rights that such Party owns or controls by implication, estoppel, or otherwise.
6. Indemnification. ABHPHS shall defend, indemnify and hold UCDH, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance

of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of ABHPHS, its officers, employees, agents, or students. UCDH shall defend, indemnify and hold ABHPHS, its officers, employees, agents, and students harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCDH, its officers, employees, or agents.

7. Termination. The MOU may be terminated by either Party with or without cause by giving thirty (30) days' prior written notice to the other Party. Upon termination of the MOU, the Parties shall have no further obligations hereunder; provided, however, that termination shall not affect any rights or obligations of the Parties that accrued prior to the date of termination, which shall survive any termination of this MOU.
8. Notices. All notices, requests, or other communications required or anticipated under this MOU shall be in writing and shall be delivered to the respective Parties by personal delivery; by United States Postal Service as certified or registered mail, postage prepaid, return receipt requested; or by a reputable overnight delivery service such as Federal Express, addressed to the respective Parties at the addresses set forth below. Notices shall be deemed delivered on the date of personal delivery, two days following the date indicated on the United States Postal Service return receipt, or one day following deposit with overnight delivery service.

If to UCDH:

UC Davis Health Contracts

UC Davis Health

10850 White Rock Road

Rancho Cordova, CA 95670

Email: HS-HealthAffairsContracts@ucdavis.edu

(Reference **UCDH Agreement No. 007559** on all Notices to UCDH)

If to ABHPHS:

Tina Alvarez Bevens, Contract Analyst

Sacramento City Unified School District

5735 47th Avenue

Sacramento CA 95824

Email: Tina-alvarez-bevens@scusd.edu

9. Legal Relationship. This MOU shall be construed as a general expression of purpose to promote a genuine and mutually beneficial collaboration between the Parties. Nothing contained in this MOU shall be construed to (i) give either Party the power to direct or control the day-to-day activities of the other, (ii) constitute the Parties as joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either

Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

10. Publicity; UCDH Name and Marks. Each Party agrees that any communication with the public (e.g., press releases, social media posts, blog entries, op-ed pieces, conference or webinar presentations, etc.) about the Collaboration, or any use of the other Party's name, must be submitted by the Party creating the content to the other Party for review, comment, and approval by the other Party before such content is made available to the public or media. If the Party creating the content does not receive express written approval from the other Party, the Party creating the content is not permitted to use it. Without limiting the generality of the foregoing, ABPHS shall not use or permit its affiliates to use any name or logo of the University of California ("University"), including UCDH, or its employees, including, but not limited to in any advertisement, display, press release or other information released to the public, whether or not with reference to this MOU or any product or service resulting from this MOU, without the prior written approval of an authorized representative of UCDH. ABPHS understands that use of any University name or mark, including the UCDH name, abbreviation and trademarks are subject to California Education Code § 92000.
11. Costs. Neither Party has any financial obligation to the other Party under this MOU.
12. Representations and Warranties; No Conflict. Each Party represents and warrants that neither the execution of this MOU nor the performance of its obligations hereunder will either constitute a violation or be in conflict with, or constitute a breach or default under, or require any consent or approval that has not been obtained, with respect to any of (a) such Party's articles of incorporation/organization, bylaws, or any other document of self-governance, or (b) any agreement, instrument, letter of intent or other obligation to which either such Party is a party or by which such Party is bound.
13. Governing Law. This MOU shall be governed by and construed under the laws of the State of California, without giving effect to principles of conflict of laws.
14. Severability. If any part of the MOU shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall not be affected thereby, but rather shall be enforceable to the greatest extent permitted by law.
15. Signature and Counterparts. This MOU may be executed (including electronically) in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this MOU transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the MOU, shall have the same effect as physical delivery of the paper document bearing the original signature.

SIGNATURES CONTINUED ON NEXT PAGE

IN WITNESS WHEREOF, the duly authorized representatives of each Party have executed this MOU as of the Effective Date.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, ON BEHALF OF
UNIVERSITY OF CALIFORNIA,
DAVIS HEALTH

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT

BY: _____

BY: _____

NAME: Erick Jenkins, JD, MS

NAME: Janea Marking

Manager,
TITLE: UC Davis Health Contracts

TITLE: Chief Business & Operations Officer

DATE: _____

DATE: _____



DEPARTMENT OF THE AIR FORCE AIR UNIVERSITY (AETC)

27 September 2024

MEMORANDUM FOR ALL AFJROTC HOST SCHOOLS

FROM: Holm Center/CC
130 West Maxwell Blvd
Maxwell AFB AL 36112

SUBJECT: AF/SF JROTC Memorandum of Agreement Expiration and Renewal

1. I sincerely value the partnership we have with each school willing to host an Air Force or Space Force Junior Reserve Officers' Training Corps (AF/SF JROTC) program. Our shared goal to *Develop Citizens of Character* is critically important to our youth and to our Nation.
2. The current Memorandum of Agreement (MOA) between your host school and the Air Force expires on 30 June 2025. To continue your host school's AF/SF JROTC program in School Year 2025/2026 and beyond, the Air Force must have a new MOA on file no later than 31 March 2025. Each host school must have a separate, signed MOA, even if they are in the same school district.
3. The new MOA is the Department of Defense (DD) Form 3202, *Memorandum of Agreement to Establish and Operate a Junior Reserve Officers' Training Corps Unit*. This new MOA is substantially revised, and all areas must be thoroughly reviewed. Please note, the Air Force addendum to section I.6 of the DD Form 3202 is finalized as presented, with no changes or modifications permitted. Additionally, no further amendments, codicils, etc., to any section of this MOA will be accepted.
4. To accept the new MOA, please complete the open sections on the DD Form 3202 and obtain signature from the host school superintendent or equivalent. Each school's Senior Aerospace Science Instructor can help guide the MOA through their host school district's process. Only the completed DD Form 3202 needs to be returned, as the section I.6 addendum is identically worded in all AF/SF JROTC MOAs. Once signed, please scan, and email all five pages of the DD Form 3202 to jrotc.jrs.support@au.af.edu no later than 31 March 2025. AFJROTC Headquarters will obtain the Air Force representative's signature and upload a fully signed copy to our database. Once both signatures are obtained, the new agreement is valid. Your AFJROTC instructors can retrieve a signed MOA from the AFJROTC database, if necessary.
5. If a host school does not wish to continue their AFJROTC program, please send a confirmatory letter to the same email address, signed by the host school superintendent or equivalent.
6. Please direct any questions of concerns to AFJROTC Headquarters at jrotc.jrs.support@au.af.edu.

JOSEPH L. SHEFFIELD
Brigadier General, USAF
Commander

MEMORANDUM OF AGREEMENT BETWEEN AND	the Department of the Air Force (Military Service) Sacramento City Unified School District (Name of School District)	Form Approved OMB Number 0704-0680 Expires 02/28/2027
TO ESTABLISH AND OPERATE A JUNIOR RESERVE OFFICERS' TRAINING CORPS UNIT		
<p>The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send your form to the appropriate Service Representative</p>		
Privacy Advisory		
<p>Disclosure of this information is voluntary and will be used to provide notice and communication related to this Memorandum of Agreement. When completed, this form contains personally identifiable information and is protected by the Privacy Act of 1974, as amended</p>		
<p>This Memorandum of Agreement (MOA) is hereby entered into by and between _____ the Department of the Air Force (Military Service Name) acting through _____ the Holm Center Commander (first General/Flag Officer Command above JROTC Program Office), and _____ Sacramento City Unified School District (School District Name) (collectively the Parties) for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at _____ C. K. McClatchy High School (Name of School Hosting the Unit), pursuant to United States Code, Title 10, Subtitle A, Part III, Chapter 102, §§ 2031-2036 and reference I.2. herein.</p>		
<p>The purpose of the JROTC program is to instill in students in United States secondary educational institutions the values of citizenship, service to the United States (including an introduction to service opportunities in military, national, and public service), personal responsibility and a sense of accomplishment. Upon execution by _____ the Department of the Air Force (Military Service Name) on the date of signature below, a JROTC unit is established at _____ C. K. McClatchy High School (Host School) consisting of students voluntarily enrolled. This MOA together with the Military Service Addendum herein (reference I.6) contain the Parties' entire agreement and outlines terms and responsibilities for both the Military Service and the School District.</p>		
<p>I. REFERENCES. The following references are incorporated herein and apply to both Parties:</p> <ol style="list-style-type: none"> 1. 10 U.S.C. §§ 2031-2036 2. Department of Defense (DoD) Instruction 1205.13 "Junior Reserve Officers' Training Corps Program" 3. Department of Defense Education Activity (DODEA) Administrative Instruction 1443.02 "Prohibited Sexual, Sex-Based, and Other Related Abusive Misconduct Reporting and Response" 4. DD Form 3200, Junior Reserve Officers' Training Corps Instructor Prohibited Activities Acknowledgment 5. DD Form 3203, Junior Reserve Officers' Training Corps Student/Parent/Guardian Acknowledgment of Expected Standards Of Conduct And Participation 6. _____ AFJROTC MOA Addendum (March 2024) (Name of Military Service-specific Addendum) 		
<p>II. STATEMENT OF NON-DISCRIMINATION. The DoD is committed to creating and maintaining a safe and trusted learning and work environment free from discrimination and harassment (including sexual harassment as defined by the US Department of Education in Sexual Harassment Guidance 2020). The DoD does not condone and will not tolerate hostile environments, including any created by sexual harassment, sexual assault, problematic sexual behavior in children and youth (PSB-CY) as defined in <u>DoD Instruction 6400.01</u>, or other related abusive misconduct of, or by, employees, students, other beneficiaries (to include and when applicable, volunteers, students, support personnel, student teachers, contractors, and parents/guardians), or anyone within the School District jurisdiction in JROTC-conducted or sponsored education and training programs and activities, committed both on and off school premises.</p> <p>The following School District and Host School office handles inquiries regarding the non-discrimination policies:</p> <p>_____ 5735 47th Avenue Sacramento, CA 95824 (Address). The following School District and Host School office handles Title IX inquiries and complaints: _____ Melinda Iremonger (Host School District's Title IX Coordinator/ Office Address/Contact Information). Any JROTC student, instructor, or other beneficiary who reports that they, or someone they know, has been subjected to a violation of this MOA, including reference I.6, has the right to prompt response and intervention by an appropriate DoD/JROTC official or School District official to ensure the safety and welfare of those individuals involved. [Refer to Sections III.5 and IV below]</p>		
<p>III. UNDERSTANDINGS OF THE PARTIES.</p> <ol style="list-style-type: none"> 1. Nondiscrimination. Neither party shall discriminate in conducting a JROTC program. This includes denying participation in or the benefits derived from the JROTC program (e.g., admission of students, hiring of JROTC instructors who meet statutory requirements, or subsequent participation of students and instructors) on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor in its employment, programs and activities. 2. Retaliation Prohibited. Retaliation against an individual/individuals reporting, either verbally or in writing, an allegation or suspicion of violation of this MOA or reference I.6, or who participates in or cooperates with an investigation of such report or suspicion, is strictly prohibited. 3. Partnership/Certification Relationship and Background Checks. JROTC instructors serve two chains of authority and shall be responsible to both the Military Service (their certifier) and the School District (their employer) for properly operating the JROTC program and for their own professional conduct. In addition to the School District's requirements, JROTC instructors have mandatory responsibilities levied upon them by their Military Service as described in reference I.6. <ol style="list-style-type: none"> a) Both parties shall provide JROTC instructors with relevant training and their policy prohibiting harassment and abuse (e.g., annual instructor/ teacher anti-harassment training, DD Form 3200, "JROTC Instructor Prohibited Activities Acknowledgment") and inform each other on all significant personnel matters (such as suspensions or terminations) concerning instructor certification and employment. The Host School shall maintain the signed DD Form 3200 and signed DD Form 3203 and make available for review per paragraph 6.b. 		

b) Although the Military Service is not a party to the instructor's employment contract, the Military Service is the certifying authority for JROTC instructors and maintains an inherent need-to-know regarding any information related to performance, conduct, and employment status. As such, the Military Service shall:

- (1) Conduct and fund initial and on-going background checks on JROTC instructor for certification purposes.
- (2) Childcare National Agency Check with Inquiries (CNACI) investigation (re-verified every 5 years, or when triggered by an instructor's adverse credit check, any adverse instructor information identified, or a break in instructor service of more than 24 months)
- (3) JROTC instructors will complete JROTC Initial Qualification Training (JIQT) prior to certification.
- (4) Require all JROTC instructors to authorize the release to the Military Service of any information the School District determines is necessary to ensure compliance with the terms of this MOA related to the JROTC instructor's employment and/or conduct.
- (5) Immediately suspend the certification of JROTC instructors and/or begin decertification procedures based on any violation of this MOA by the instructor, adverse investigation findings, or reference I.6.

c) The School District shall:

- (1) Interview and employ only approved JROTC instructors as required by reference I.6.
- (2) Perform state and local background checks at their own expense in accordance with applicable federal, state, and local requirements.
- (3) Provide JROTC instructors a contract of employment with the School District as the employing agency and in accordance with reference I.6.
- (4) Provide a copy of this certified MOA to JROTC instructors.
- (5) Provide JROTC students and parents/guardians at the beginning of each academic year, and upon request, JROTC promotional and pertinent administrative materials to ensure they are aware of their rights under this MOA. This must include both parties' contact information in Section IV and the proper procedures for reporting and responding to allegations of violations.

4. **Monitoring Instructor Performance.** The Military Service holds the certification of all JROTC instructors, and therefore maintains an inherent right to monitor instructor behavior and performance. They must receive any necessary information from the School District regarding instructor performance, professional conduct, and employment status.

a) The Military Service shall:

- (1) Ensure instructors receive performance counseling and/or professional development within thirty (30) days of the effective date of employment with the School District, and then annually, usually at the beginning of each school semester.
- (2) Mentor, monitor and counsel all instructors concerning their educational requirements under this MOA and reference I.6.
- (3) Assess the instructional performance of at least one instructor per school.

b) The School District shall:

- (1) Communicate with the Military Service on all matters concerning instructor performance, conduct, and employment as permitted by state law. School districts wishing to transfer or reassign a JROTC instructor between JROTC host schools may do so in accordance with district policies and reference I.6., with consent of the JROTC instructor and with prior written approval from the Military Service.
- (2) Conduct annual JROTC instructor evaluations/assessments and provide them, by electronic copy, to the Military Service point of contact in Section IV.
- (3) Notify the Military Service in writing of any instructor evaluation that does not meet School District requirements within three (3) business days.
- (4) Include the Senior Military Service instructors in meetings where policies, recommendations, or decisions affecting the JROTC Program are made, including the employment or discharge of JROTC instructors.
- (5) Have effective and timely procedures in place to ensure the Military Service AFJROTC Chief of Instructor Management (POC) is advised of any disciplinary or administrative action levied upon a JROTC instructor (i.e., administrative leave, suspensions, letters of admonishment), the initiation of any investigation into alleged JROTC instructor misconduct (school, civil, or criminal), or any changes in the employment status of an JROTC instructor. If any of the aforementioned items occur, the School District shall notify the Military Service in writing within one (1) business day. The Host School shall include enough information to provide the Military Service a comprehensive understanding of the nature and scope of any allegations, investigation, or complaint.

5. **Preventive, Corrective, and Disciplinary Actions.** Both parties shall take all necessary and appropriate action needed to prevent, correct, and, if necessary, discipline behavior which violates this MOA concurrent with or independent of any outside investigations and action that may be taken by appropriate external enforcement entities, where applicable. The host institution will address any violation by instructor, Trainer, or participating student in accordance with their school district's student and personnel policies. Violations may not be ignored or dismissed by either party. JROTC instructors, or program volunteers, especially if a student is being sexually harassed, sexually assaulted, or subjected to other related misconduct by any adult (welcome or unwelcome), or if anyone is touching or trying to touch a juvenile in a sexual way against their will or without lawful consent.

a) **Mandatory Reporting.** Child abuse, neglect, sexual assault and sexual harassment must be reported by JROTC instructors and program volunteers. Minor incidents of sexual harassment and other related abusive misconduct, even if it has been successfully resolved in the moment by addressing the harasser directly, must still be reported to the appropriate School District, Host School, and Military Service personnel to create a record in case the misconduct occurs again. The Military Service cannot take action to stop harassing, assaultive, problematic, and abusive misconduct if they are unaware it is happening.

b) **Response.** School District and Host School shall report preventative, corrective, and disciplinary actions in accordance with state, local, School District, and Host School policy.

6. **Program Evaluations.** The parties shall perform program evaluations for trend analysis and to monitor the effectiveness of response and resolution and facilitate ongoing recommendations for improvements to the JROTC program.

a) The Military Service shall:

- (1) Make annual visits to the Host School, either announced or unannounced, per reference I.2, to evaluate the operation, administration, and effectiveness of the JROTC program and ensure continued compliance with this MOA and Military Service standards in reference I.6.

- (2) Evaluate compliance with this MOA (e.g., the number, nature, and resolution of reported violations) periodically throughout the fiscal year.
- (3) Include the JROTC Program in its Management and Internal Controls Program to review, assess, and report on the effectiveness of internal control.
- b) The School District shall maintain and make available for review all JROTC instructor evaluations and program records during program visits and for a period of ten (10) years following the expiration or termination of this MOA. Failure to adhere to this requirement may result in decertification of the instructor, placement of the JROTC Program in a probationary status, or Program disestablishment.
7. **Minimum Number of Enrolled Students.** The School District and Host School shall ensure that each unit maintains a minimum student enrollment of at least (A) 10 percent of the Host School's student population (grades 8-12 or 9-12, whichever is applicable), or (B) 100 students, whichever is less, as required by 10 U.S.C. § 2031(b)(1). Actual enrollment shall only be determined by counting those students who voluntarily meet, and subsequently maintain acceptable standards of academic achievement and conduct, as prescribed by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(4). The JROTC unit shall be placed on probation if these requirements are not met.
8. **Voluntary Student Enrollment.** The School District and Host School shall only permit voluntary student enrollment in the JROTC program. The School District shall fully inform prospective JROTC students that the program is voluntary and of all mandatory JROTC enrollment requirements before authorizing enrollment into the JROTC program. Only students who voluntarily choose to meet and maintain acceptable JROTC standards in reference I.6 shall be enrolled into, and permitted to remain in, the JROTC program. The Host School shall ensure all enrollments of students into the JROTC program are conducted with the prior knowledge and endorsement of the Military Service per reference I.6. If a JROTC instructor senses a student has been involuntarily enrolled, they must inform both the Senior Military Service instructor and Host School Principal.
9. **JROTC Cadet Health/Wellness Participation Waiver.**
- a) The Host School will:
- (1) Collect and maintain a medical release and Parent/Guardian acknowledgement of the risk(s) associated with all physical activity sessions (e.g., walking, running, calisthenics, drills) and acknowledging any risk associated with any physical activity.
 - (2) Inform its JROTC faculty of anything that should keep a student from participating in the JROTC Cadet Health/Wellness Program. The JROTC Senior Instructor shall make the enrollment decision for any student who has a permanent disability that inhibits full participation in physical activity sessions. Only students who complete and submit the required JROTC Cadet Health/Wellness Program release and acknowledgement shall be enrolled into, and permitted to remain in, the JROTC program. The JROTC Cadet Health/Wellness Program is designed to improve physical fitness.
- b) The Military Service shall:
- (1) Ensure that all physical activity sessions shall be supervised and monitored by at least one JROTC instructor.
 - (2) Identify any Health/Wellness training requirements (refer to reference I.6).
10. **Prohibitions on Fundraising.** The School District shall not permit any fundraising for external entities while using government equipment or while in uniform. Fundraising and grants in support of the JROTC unit are authorized as governed by state and local policies. The acceptance of any grants and/or funds by the School District and/or Host School does not reflect an endorsement by the Department of Defense.
11. **Information Technology (IT) support.** The School District and Host School shall provide the appropriate IT support to include access to third-party websites that are required for instructors, other school employees and district employees to perform routine tasks. Third party-websites include any website in support of administrative, budgetary, and curriculum delivery and support, and testing services. Required websites shall be provided by JROTC headquarters staff to the School District and Host School upon request.
12. **Facilities.** The Host School shall provide the partner Military Service with adequate facilities for classroom instruction, storage of non-lethal arms and other equipment which may be furnished in support of the unit, and adequate drill areas at or in the immediate vicinity of the institution, as determined by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(2). Additionally, the Host School shall provide administrative office(s), office equipment, including telephone service capable of electronic data transmission, instructional supplies (other than those provided by the Service), and utilities. The Host School shall pay for the cost and maintenance of these facilities thereof.
13. **Military Instruction.** The School District and Host School shall provide a course of military instruction of not less than three academic years' duration and which may include instruction or activities in the fields of science, technology, engineering, and mathematics, as prescribed by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(3).
14. **Storage and Safekeeping of Government Property.** The Host School shall provide secure and adequate storage areas for the protection and security of Government Furnished Property and comply with all applicable regulations relating to the issue, care, use, safekeeping, turn-in, and accounting for such property. The School District shall promptly replace, or repair at its cost and to the satisfaction of the Military Department any such item that is lost or sustains damage directly or indirectly attributable to the conduct of the School District or Host School. The School District shall furnish to the Military Departments a bond or insurance policy from a financial institution satisfactory to the Military Department in an amount equal to the replacement value of Government-furnished Property. The School District shall ensure that the bond or insurance remains in effect for the requisite amount at all times during the term of this Agreement and, thereafter, so long as any Government-Furnished Property remains in the School District's custody. If the School District elects to provide an insurance policy, it shall name the United States as an additional insured and provide a certificate to that effect to the Military Department.

IV. POINTS OF CONTACT. The following points of contact will be used by the Parties to provide any notice required under this MOA. Each Party may change its point of contact in writing upon 10 business days' notice to the other Party.

1. For the School District

Primary:

Title: Tina Alvarez Bevens, Contract Analyst

Address: SCUSD, 5735 47th Avenue, Sacramento CA 95824

Email: tina-alvarez-bevens@scusd.edu

Telephone Number: (916) 643-2464

Alternate:

Title: Superintendent Office

Address: SCUSD, 5735 47th Avenue, Sacramento CA 95824

Email: superintendent@scusd.edu

Telephone Number: (916) 643-9010

2. For the Military Service

Primary:

Title: AFJROTC Headquarters Support Division

Address: 60 West Maxwell Blvd, Maxwell AFB, AL 36112

Email: jrotc.jrs.support@au.af.edu

Telephone Number: 334-953-1597

Alternate:

Title: AFJROTC Chief of Instructor Management

Address: 60 West Maxwell Blvd, Maxwell AFB, AL 36112

Email: jrotc.jri@au.af.edu

Telephone Number: 334-953-7742

V. GOVERNING LAW. This MOA is governed by and shall be construed under all applicable Federal, state, and local Laws. However, compliance with state and local laws by the military service is voluntary.

VI. MODIFICATION OF MOA. This MOA may only be modified by written agreement of both Parties, and duly signed by their authorized representatives. This MOA shall be reviewed for currency in accordance with the Military Service's policy, who reserves the right to require renewal of this MOA by both parties if significant program changes occur.

VII. NO WAIVER. Unless expressly stated in writing, signed by the Military Service, the waiver by the Military Service of any act, duty, or obligation required of the institution hereunder shall not be construed as a waiver of any other, or of any future act, duty, or obligation to be performed by the School District or Host School.

VIII. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA together with reference I.6, constitutes the entire agreement between the Parties and supersedes and replaces any prior agreement, understandings, or representations between the parties. Regardless of changes to the employment status of the original signatories, this MOA shall remain in effect until officially terminated.

IX. CONFLICTS. In the event of any conflict between this MOA and reference I.6, this MOA takes precedence.

X. REPRESENTATIVE AUTHORITY. Each undersigned representative of the parties to this MOA certifies he or she is fully authorized to enter into the terms and conditions of this MOA and to execute the same so as to effectively bind each party to its terms.

XI. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

XII. TERMINATION. This MOA may be terminated by either Party by giving at least 30 days' written notice to the other Party. This MOA shall remain in effect throughout the semester/trimester, and the termination date of this agreement may only occur during non-instruction periods in the academic calendar year. Not to exceed more than five (5) years.

XIII. TRANSFERABILITY. This MOA is not transferable.

XIV. ANTI-DEFICIENCY ACT. Nothing in this MOA shall be construed as obligating the Military Service, its officers, employees, or agents to expend any funds in excess of appropriations authorized for such purposes in violation of the Federal Anti-Deficiency Act (31 U.S.C. § 1341).

XV. EFFECTIVE DATE. This MOA takes effect as of the date on which it has been certified by the Military Service.

XVI. CANCELLATION OF PREVIOUS MOA. This MOA cancels and supersedes any prior agreement by the Parties.

FOR THE SCHOOL		
TYPED NAME (Last, First, Middle Initial) AND TITLE Marking, Janea, L, CHIEF BUSINESS OFFICER	SIGNATURE	DATE SIGNED (YYYYMMDD)
FOR THE MILITARY SERVICE		
TYPED NAME (Last, First, Middle Initial) AND TITLE Tipton, Matthew E. Colonel, DIRECTOR AFJROTC	SIGNATURE	DATE SIGNED (YYYYMMDD)
THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT		
DATA PERTAINING TO HOST SCHOOL		
a. NAME OF HOST SCHOOL (No abbreviations) C. K. McClatchy High School	b. HOST SCHOOL'S COMPLETE MAILING ADDRESS (Include ZIP code) <i>(If P.O. Box must also provide street address for shipping purposes)</i> 3066 Freeport Blvd Sacramento, CA 95818	
c. TYPE OF SCHOOL (Check appropriate box) <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Military Academy		
d. PRINCIPAL'S NAME Mrs. Andrea Egan		
e. TELEPHONE NUMBER (916) 395-5050 Ext 503011		
f. FAX NUMBER		
g. EMAIL ADDRESS Andrea-Egan@scusd.edu		
PERTAINING TO SCHOOL DISTRICT		
a. NAME OF SCHOOL DISTRICT (No abbreviations) Sacramento City Unified School District	b. SCHOOL DISTRICT'S COMPLETE MAILING ADDRESS (Include ZIP code) 5735 47th Avenue Sacramento, CA 95824	
c. SUPERINTENDENT'S NAME Mrs. Lisa Allen		
d. TELEPHONE NUMBER (916) 643-9000		
e. FAX NUMBER (916) 643-9480		
f. EMAIL ADDRESS superintendent@scusd.edu		
LIST ACCREDITING AGENCY		
a. REGIONAL	b. STATE	c. OTHER
TOTAL ENROLLMENT OF HOST SCHOOL		ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE JROTC PROGRAM

**DEPARTMENT OF THE AIR FORCE ADDENDUM
TO THE DD FORM 3202 TO ESTABLISH AND OPERATE AN AIR
FORCE OR SPACE FORCE JUNIOR RESERVE OFFICERS' TRAINING
CORPS (AF/SF JROTC) UNIT**

Purpose: This Department of the Air Force-specific addendum is referenced in Section I, Item 6 of the DD Form 3202. The specifications listed in this addendum serve to clarify or amend the standardized requirements listed on the DD Form 3202. This addendum applies to all AF/SF JROTC programs operating under HQ AFJROTC oversight. This document is word-for-word standardized across all AF/SF JROTC programs, and no edits, changes or additions are permitted by an Institution.

SECTION 1. AIR FORCE AGREEMENT: Contingent upon fulfillment of the conditions presented in Sections 2 and 3, the Air Force agrees as follows:

- A. Establish and maintain an AFJROTC program.** The Air Force shall establish and maintain an AF/SF JROTC program at the Institution named in the MOA, subject to the provisions of Public Law, DoD and Air Force publications, the MOA, and continued approval and funding by the Secretary of the Air Force (SECAF).
- B. Prescribe the course of study.** The Air Force shall prescribe all AF/SF JROTC program academic course policy and course content, provide all curriculum text, most teaching aids, and other academic text supplies associated with the conduct of the AFJROTC program.
- C. Provide instructor certifications.** The Air Force shall issue and hold the certification for all AF/SF JROTC instructors. The Air Force shall screen, approve, and certify qualified Air Force or Space Force officers and enlisted members to teach and administer the AF/SF JROTC program in an Institution. As the certifying authority, the Air Force maintains an inherent need-to-know of all information related to an AF/SF JROTC instructor's performance, conduct and employment status. The Air Force shall communicate with the Institution on all matters concerning instructor performance and conduct, as well as any changes in instructor certification.
- D. Provide supply support.** The Institution shall ensure all Air Force owned/purchased property is secured and protected against theft and damage. The Institution shall appoint a Military Property Custodian to be responsible for all Air Force uniforms, supplies, and equipment authorized by applicable Air Force Tables of Allowance and purchased with Air Force funding. The title of ownership for all property and equipment provided to the Institution is retained by the Air Force, unless expressly transferred to the Institution in writing.
- E. Provide financial support:**
 - 1. The Air Force shall reimburse the Institution one half the Minimum Instructor Pay amount, for each instructor, each month for a minimum of 300 calendar days (ten (10) calendar months) each operating school year, up to a maximum of 12 calendar months. Instructor employment dates shall begin on or after 1 July each year and end on or before 30 June

each year and will be reflected on the annual DD Form 2767. The Air Force cost share of the minimum pay due to an AF/SF JROTC instructor is established in 10 USC, Section 2031 and clarified in paragraph 2.C.5.

2. The Air Force shall reimburse the Institution, within the fund limitations imposed by the Air Force and within guidelines of Air Force publications, for costs incident to:
 - a) The procurement, transportation, packing, unpacking, crating, and normal maintenance of uniforms, supplies, equipment, and instructional materials required by the Air Force.
 - b) For required vehicle transportation for logistical support and field trips in support of the AF/SF JROTC program to locations 41 driving miles or more from the school (see section 2.B.1 for trips 40 driving miles or less). The rate of reimbursement shall not exceed the normal commercial rate schedule in the area or the usual rate that the Institution has established for staff travel.
 - c) Meals for AF/SF JROTC students, and lodging costs for AF/SF JROTC students and instructors during official AF/SF JROTC activities away from the Institution.

F. Provide information management support:

1. The Air Force shall publish and disseminate accurate and sufficient information and policy guidance concerning unit operations and instructor management to enable the Institution to properly operate the AF/SF JROTC program and support the AFJROTC mission of citizenship development.
2. The Air Force shall provide the necessary software/database access to support the supply management, budget management, and other reporting functions required by the Air Force. Any information technology equipment purchased by the Air Force for the Institution remains property of the Air Force.

SECTION 2. INSTITUTION AGREEMENT. Contingent upon fulfillment of the conditions presented in Sections 1 and 3, the governing authorities of the Institution agree as follows:

A. AFJROTC Program Infrastructure:

1. **Establish an AFJROTC program.** The Institution shall establish the AF/SF JROTC program in accordance with the provisions of Public Law, DoD and Air Force publications, this MOA, and continued approval by the Secretary of the Air Force (SECAF).
2. **Establish the AFJROTC department.** The AF/SF JROTC program shall be established and operated as a separate, integral academic, and administrative department of the Institution. This applies regardless of AFJROTC program alignment within the Institution's organizational structure.

3. Supervise the AFJROTC department.

- a) The Institution's principal, equivalent, or designee shall be the on-site person exercising overall supervision of the AF/SF JROTC program.
- b) The Institution shall recognize and support the Senior Aerospace Science Instructor (SASI) by ensuring the SASI is designated as the Head of the AF/SF JROTC Department (or equivalent title). The Institution shall ensure the SASI exercises full operational supervision of all other AF/SF JROTC instructors employed at the Institution. Additionally, the Senior AF/SF JROTC Instructor should have direct access to the principal on all AF/SF JROTC-related matters and be a member of the school leadership team.
- c) The Institution's SASI shall be the AF/SF JROTC instructor possessing the highest military grade (retired grade, or current). The SASI shall hold a bachelor's degree or higher. When two AF/SF JROTC instructors are of equal military grade, and both have at least a bachelor's degree, HQ AFJROTC will determine the SASI designation.
- d) The Institution shall ensure the SASI has the authority necessary to operate the AF/SF JROTC program under the leadership of the school principal, equivalent, or designee while ensuring compliance with all Air Force publications.
- e) The Institution shall ensure the SASI is present in meetings where policies, recommendations, or decisions impacting the AF/SF JROTC program are made, including space allocation/utilization (especially for space during inclement weather periods), academic course scheduling, and the hiring of new AF/SF JROTC instructors. Additionally, the SASI shall be directly consulted and afforded an opportunity to provide formal input during any performance/disciplinary meeting, investigation, or potential discharge of AF/SF JROTC instructors employed at the Institution.
- f) Schools will ensure AFJROTC is a safe environment, maintained free from any form of sexual harassment, sexual assault, any other sexual-related misconduct, or any form of verbal/nonverbal harassment or mistreatment.

B. Provide classrooms, office space and technology. The AF/SF JROTC program shall be provided the necessary classroom facilities and office space for the efficient and effective accomplishment of both AF/SF JROTC program academics, and other AF/SF JROTC program activities and objectives. The facilities provided shall be equal to or greater (quantity/quality) than those provided to other programs/courses/activities in the same Institution. The Institution shall furnish appropriate and sufficient technology (i.e., computers, software, projectors, etc.) to conduct AF/SF JROTC academics, and other AF/SF JROTC program requirements. The Institution shall provide the same data system access to all employed AF/SF JROTC instructors that is provided to all other teaching faculty, regardless of any academic degree held, or faculty categorization considerations. The Institution shall ensure network firewalls are configured to allow regular access to AFJROTC data systems.

1. **Provide Transportation.** The Institution shall provide transportation for all AFJROTC students to complete a mandatory field trip once per academic term. Transportation shall be provided at no cost to AFJROTC students, instructors, or the Air Force, for trips up to 40 driving miles one way. Beyond 40 driving miles one way, the provisions of section 1.E.2 applies.
2. **Provide drill areas.** The Institution shall provide and maintain a minimum area of 2,500 square feet to support drill and ceremony instruction year-round. The provided space shall be level, unobstructed, free of vehicular or pedestrian traffic with student safety paramount. Planning and scheduling shall be purposeful to ensure AF/SF JROTC has regular/recurring access and use of indoor facilities during inclement weather periods. The SASI shall be an integral member of all space utilization/master scheduling meetings and discussions to ensure adequate drill space is not overlooked or omitted.
3. **Provide climate-controlled storage space.** The Institution shall provide and maintain a minimum of 400 square feet of climatically controlled storage space for the protection and care of uniforms, supplies, and equipment used in the AF/SF JROTC program. The storage space shall be near the other AF/SF JROTC facilities, must be appropriately organized (i.e., hanging racks, shelves, drawers, etc.) to neatly store and maintain Air Force property. The storage space must be limited to the exclusive use of the AF/SF JROTC program and must be constructed so that access is denied to unauthorized personnel. As the size of the AF/SF JROTC program increases, additional storage space shall be provided in a proportional manner. **IMPORTANT:** The requirement for climate-controlled storage applies year-round. Special consideration must be given to periods of time where the school is not fully occupied or being utilized (i.e., summer recess) to ensure continued climatic controls are maintained. Any loss or damage to uniform items, or repair or cleaning costs resulting from unused, inoperable, inadequate, or failed climate control systems is expressly the responsibility of the Institution.
4. **Ensure security of replica weapons, air rifles, and sabers.** The Institution shall ensure that any AF/SF JROTC replica weapon, air rifle, or saber, regardless of how purchased, is tracked, stored and secured in accordance with current Air Force publications.

C. AFJROTC Instructor Staffing:

1. **Ensure minimum staffing in the AFJROTC program.** An Institution shall employ a minimum of two certified AF/SF JROTC instructors, normally one commissioned officer and one enlisted, regardless of student enrollment in the AF/SF JROTC program. Should a program have a vacancy, the Institution agrees to fill it when qualified and certified candidates are available, within the appropriate grade category of candidate (officer/enlisted as required by HQ AFJROTC).

- 2. Evaluate employment candidates.** The Institution shall not delay or postpone actions necessary to fill a valid AF/SF JROTC instructor vacancy when certified candidates are available. The Institution shall ensure any local application process, interviews, hiring panels, or hiring decisions of available certified instructor candidates are conducted in a timely manner, without regard to an Institution's qualifications for non-AF/SF JROTC faculty positions, or any annual timelines for hiring other faculty members, due to this unique MOA relationship. Instructors employed in an Institution to teach AF/SF JROTC shall only be those individuals who possess a valid AF/SF JROTC instructor certification from the Air Force. The Institution makes the ultimate determination if any certified instructor is suitable to be employed as their AF/SF JROTC instructor.
- 3. Perform employment background checks.** Any background check(s) or associated processes required by an instructor candidate to meet an Institution's employment requirements shall be conducted at no expense to the Air Force.
- 4. Provide instructor employment contracts.** For AFJROTC purposes, a 'school year' begins no earlier than 1 July and ends no later than 30 June. The Institution shall provide AF/SF JROTC instructors with an employment contract with the Institution as the employing agency, with employment contracts beginning on or after 1 July each year and ending on or before 30 June the following year. The Institution verifies all AF/SF JROTC instructor employment contracts with the Air Force via the DD Form 2767. The annual contract duration for an AF/SF JROTC instructor must be a minimum of 300 calendar days except for instructors initially employed after the beginning of, or during, the regular Institution school year. The contract may be administered using regular district procedures as long as the minimum calendar days are met, the Minimum Instructor Pay is provided in accordance with Section 2.C.5, and otherwise is in accordance with this agreement.
- 5. Provide Minimum Instructor Pay (MIP).** Each instructor's monthly MIP amount is prescribed by the Air Force. MIP is the minimum amount of gross monthly compensation payable to each instructor, for each full calendar month of employment as verified on the DD Form 2767. MIP shall be a standalone amount, itemized/categorized independently from any additional stipends, bonuses, or supplements if applicable. The MIP amount due must be paid to each instructor, each full calendar month employed, regardless of the number of workdays required in a calendar month. For partial months employed, the MIP amount must be divided by 30 to get a daily MIP rate, then multiplied by the number of calendar days employed that month. The Institution is encouraged to pay instructors above the monthly MIP commensurate with their experience, education level, local cost of living, after school activities expected, etc. to attract and retain the best instructors. NOTE: The Institution shall not delay full and timely payment to an AF/SF JROTC instructor while awaiting an Air Force MIP reimbursement (see Section 2.C.7).
- 6. Consider extended contracts and targeted stipends.** Contract periods (above the mandatory minimum of 300 calendar days (see Section 2.C.5) are strongly encouraged to allow year-round management and control of Air Force Property, and to allow compensated time for AF/SF JROTC-sponsored summer events, such as summer

leadership courses. Targeted stipends above the MIP are encouraged to compensate instructors for before school, after-school, and weekend AF/SF JROTC activities.

7. **Receive Air Force MIP reimbursements.** Per the provisions of paragraph 1.E.1, the Air Force shall reimburse the Institution one half of the prescribed MIP amount, each calendar month, for the period of employment as verified on each AF/SF JROTC instructor's DD Form 2767. The Air Force's responsibility is limited to the period of employment specified on the DD Form 2767, up to twelve (12) calendar months. NOTE: This reimbursement is to offset the Institution's cost of instructors, not to be an additional amount to be distributed to, or serve as additional salary, for employed instructors.
8. **Establish financial communications.** The Institution agrees to establish and maintain an organizational email account to facilitate timely two-way communications related to MIP and the Air Force reimbursement provided to the Institution. The Air Force prescribes the MIP amount for each instructor and will send a financial statement to the Institution via the organizational email account each month which details the MIP for each instructor and the corresponding Air Force reimbursement amount.
9. **Control AFJROTC instructor duties.** The Institution shall ensure that AF/SF JROTC instructors do not teach or coach any academic class or other activity, or other than those officially part of the AFJROTC program during any regular academic day. Institutions may contract separately with an individual AF/SF JROTC instructor for time outside of the school's regular academic day to teach or coach other activities. Before such a contract is executed by the Institution, all AF/SF JROTC instructors in that Institution will be consulted to deliberately assess the potential negative impacts to AF/SF JROTC program activities, including the equitable distribution of AF/SF JROTC program duties between instructors. The Institution shall not permit any such activity, or shall terminate such activity, if it is determined that such a contract will result in negative impacts to the AF/SF JROTC program, or to the equitable distribution of duties between AF/SF JROTC instructors.
10. **Limit additional faculty duties.** The Institution shall recognize that AF/SF JROTC instructors have AF/SF JROTC program responsibilities beyond classroom teaching, such as uniform inventory and equipment management, data reporting requirements, event planning and financial management, which require a significant amount of non-academic teaching time to accomplish correctly. Considering this, as well as the restrictions stated in paragraph 2.C.9, Instructors shall not perform school security operations (such as metal detector/bag screening or armed security) or serve as a substitute teacher or monitor in any non-AF/SF JROTC class. Additionally, Instructors shall not participate in other instructional activities (i.e., advisory-like periods or study halls) without written approval (waiver) from HQ AFJROTC. AF/SF JROTC instructors are permitted to serve on committees or perform routine non-instructional duties/activities that are typically distributed across the Institution's faculty members (e.g., lunchroom monitor, bus monitor, etc.). Additionally, the Institution shall not use AF/SF JROTC program enrollment, AF/SF JROTC academic class sizes, planning periods, number of teaching periods, daily teaching

load, or AF/SF JROTC instructor non-teaching days as a factor in determining an AF/SF JROTC instructor's availability to perform any additional faculty duties.

- 11. Understand employment/certification relationship.** AF/SF JROTC instructors shall be responsible to both the Institution (their employer) and the Air Force (their certifier) for proper operation of the AF/SF JROTC program and their continued personal professional conduct. In no event shall the Institution represent AF/SF JROTC instructors as Air Force employees, or Air Force representatives, other than for representing their host AF/SF JROTC program. In addition to the Institution's mandatory requirements, AF/SF JROTC instructors have mandatory responsibilities levied upon them by the Air Force. These include, but are not limited to, operating a program that meets all Air Force expectations, submitting reports, meeting deadlines, tracking Air Force property, issuing, and collecting uniforms, and identifying and reporting to the Air Force any Institution noncompliance with this MOA or other Air Force publications.
- 12. Credentialing and licensing of AFJROTC instructors.** AF/SF JROTC instructors will receive AF/SF JROTC-specific training and instructor certification from the Air Force. Any professional development, background checks, training, licenses, or credentialing requirements required by the state, or the Institution shall be accomplished at no expense to the Air Force.
- 13. Consider additional AF/SF JROTC instructors.** Additional instructors (above the minimum of two) may be authorized when an AF/SF JROTC program's "teaching load" increases to 151 cadets and increments of 100 thereafter. In absence of Institution support for an additional AF/SF JROTC instructor position, the Institution shall cap student enrollment in the AF/SF JROTC program as required to meet this mandate. The definition of "teaching load" is codified in AFJROTC Instruction 36-2010.
- 14. Ensure professional instructor appearance.** AF/SF JROTC Instructors shall always present a professional military appearance. Instructors must meet and maintain Air Force uniform wear, personal grooming, and overall appearance standards. The aforementioned factors are conditions of their continued certification. The Institution must ensure AF/SF JROTC instructors wear the Air Force-prescribed attire and maintain all associated standards when performing their official AF/SF JROTC duties.
- 15. Monitor and report instructor performance and behavior.** The Air Force holds the certification of all AFJROTC instructors, and therefore the Air Force maintains the inherent need to monitor instructor behavior and receive detailed information regarding instructor performance, professional conduct, and employment status at any time.
 - a) Mandatory notifications.** The Institution shall officially notify the Air Force within one (1) business day, and with full and complete details, when any of the following involving an AF/SF JROTC instructor are suspected or known: an allegation made against an instructor by any person, an investigation involving an instructor for any reason, any administrative leave or suspension being considered or issued to an instructor, any civil misconduct discovered, any arrest or crime alleged/reported, any

potential violation of an Institution's policy (ies), any student or parent complaint, any written administrative counseling, written directive, or written/verbal reprimand, any deficient performance discovered or inappropriate behavior alleged/reported, or any changes in the employment status or pay status of an instructor.

b) Mandatory information. When notification is required by 2.C.15.a., the Institution shall provide to the Air Force full and complete details about the allegations and/or situation, and the district's assessment of the potential severity and potential impact of the situation (regardless of any investigation status) to permit the Air Force to assess any immediate or necessary certification actions. The Institution agrees to provide a full and timely response to the Air Force when asked questions about any reportable situation. NOTE: the Institution's notification to the Air Force shall not include personally identifiable information of anyone other than the AF/SF JROTC instructor(s) involved. When an investigation is completed, the school shall provide HQ AFJROTC a written response detailing the final findings/outcome, with personally identifiable information of any non-AFJROTC instructors redacted.

c) Investigation timeliness. Due to the cost-shared relationship of AF/SF JROTC instructors, the Institution agrees to adjust and/or reprioritize internal resources to complete any AF/SF JROTC instructor-focused investigation in an expedited manner, but no later than 30 calendar days after an allegation is known. When an investigation cannot be fully completed in 30 calendar days, the Institution shall provide the Air Force a comprehensive explanation of the reason(s) for the delay, with weekly updates required thereafter until the investigation is completed.

16. Perform instructor evaluations (Institution-directed). The Institution may conduct annual instructor evaluations of AF/SF JROTC instructors using the same instrumentalities and rubrics they to evaluate all faculty members. Discovery of any poor instructor performance shall be reported to HQ AFJROTC within three (3) business days of discovery.

17. Perform instructor evaluations (Air Force-directed). The Institution shall complete annual instructor evaluations of AF/SF JROTC instructors using the AFJROTC Form 98, *Instructor Performance Evaluation* per Section III, Item 4.b) (2) of the DD Form 3202. These evaluations shall be completed each school year no earlier than 1 December and no later than 15 May. These annual evaluations shall be transmitted electronically to HQ AFJROTC immediately upon completion.

18. Terminating instructors. As the employer, the Institution has the right to terminate or non-renew the employment of an AF/SF JROTC instructor in accordance with regular Institutional rules and policies, and without prior consultation with the Air Force. However, when a termination/non-renewal event is projected or occurs, the Institution shall inform the Air Force of the event, along with full details of the associated circumstances, within one (1) business day. Should an instructor resign in lieu of termination, or resign in lieu of the Institution pursuing termination proceedings, this shall be specifically reportable to the Air Force, along with full details within (1) business day.

- 19. Instructor suspended certifications or decertifications.** HQ AFJROTC may suspend the certification of an AF/SF JROTC instructor for a specific cause. If an AF/SF JROTC instructor is placed under suspended certification, performing AF/SF JROTC duties is prohibited and contact with any AF/SF JROTC students is prohibited. The instructor's paid or unpaid status is at the discretion of the school district.
- 20. Instructor decertifications** Should the Air Force decertify an AF/SF JROTC instructor, it is effective immediately and the associated cost share is terminated. The school may choose to continue their employment in a non-AF/SF JROTC capacity or choose to terminate their employment. Decertified instructors are entitled to appeal the decertification and seek certification reinstatement. If an appeal to the decertification is filed and is successful, their AF/SF JROTC certification may be reinstated (with or without conditions), and the Institution may return them to AF/SF JROTC employment.
- 21. Reporting unpaid/underpaid periods of employment.** The Institution shall notify the Air Force within three (3) business days of any unpaid period of employment, or any period of employment where the Minimum Instructor Pay was not provided.
- 22. Understand intra-district instructor transfers.** In no case will an AFJROTC instructor be directed to move to another Institution, or permitted to transfer to another Institution, or otherwise be reassigned to another Institution unless they fully meet Air Force transfer eligibility requirements as prescribed in Air Force publications, or they are provided an approved waiver from the Air Force (in advance). Transferring an instructor triggers an automatic recalculation of their Minimum Instructor Pay amount.

D. AFJROTC Student Enrollment.

- 1. Conduct an all-inclusive AF/SF JROTC program.** Voluntary student enrollment and continuing enrollment in the program shall be conducted without discrimination. This discrimination prohibition does not include denying enrollment into AF/SF JROTC, or removing a student from AF/SF JROTC, when that student does not initially agree to meet and maintain AF/SF JROTC standards, or once enrolled, fails to meet and/or maintain AF/SF JROTC standards including, but not limited to uniform wear, grooming and personal conduct standards.
- 2. Meet minimum voluntary enrollment.** The Institution must maintain a minimum voluntary enrollment in the AF/SF JROTC of at least a) 10 percent of the Institution's student population (population of grades 9-12 only), or b) 100 students, whichever is less. While all students in the high school are encouraged to voluntarily enroll in the AF/SF JROTC program, actual enrollment shall only be determined by counting those students who voluntarily meet, and subsequently maintain, the mandatory program requirements of continued enrollment in AF/SF JROTC. NOTE: If individual 8th grade students are enrolled in AF/SF JROTC classes, the 8th grade student population will not be included in the overall school population statistics.

3. **Ensure minimum grade level enrollment in AF/SF JROTC.** The Institution shall ensure voluntary AFJROTC enrollment is available to all high school students (grades 9-12 only). Eighth grade students can enroll in AFJROTC only if the 8th grade facilities are collocated with the facilities housing grades 9-12 (transporting an 8th grade student to an AFJROTC class is not permitted).
4. **Ensure equitable class scheduling.** The scheduling of all AF/SF JROTC program academic courses shall be planned and accomplished in a manner that makes it equally convenient for students to participate in AF/SF JROTC academic courses as it is for other programs/courses offered by the Institution. NOTE: Institutions operating on a 4x4 schedule should only enroll students in an AF/SF JROTC academic course for one academic term per school year unless exceptional circumstances exist.
5. **Provide access to feeder schools.** The Institution shall ensure that AF/SF JROTC instructors are granted the necessary time and access to feeder schools to effectively advertise and promote the AF/SF JROTC program to future 9th grade students. Failure to do so may result in low enrollment.
6. **Permit only voluntary student enrollment.** The Institution will ensure all enrollments of students into the AF/SF JROTC program are conducted with the prior knowledge and endorsement of the SASI. Prospective AFJROTC students must be fully informed of all mandatory AF/SF JROTC requirements before being allowed to enroll into the AF/SF JROTC program. Only students who voluntarily choose to meet and maintain acceptable standards of AF/SF JROTC uniform wear, AF/SF JROTC grooming standards and personal conduct standards shall be enrolled into, and permitted to remain in, the AF/SF JROTC program.
7. **Permit only full-time student enrollment.** No student shall be enrolled in the AF/SF JROTC program when any non-AFJROTC academic requirements will knowingly create a period of absence for that student from taking the full-length AF/SF JROTC academic course.
8. **Satellite units.** All AF/SF JROTC program instruction shall take place at the host Institution. However, travel to an adjacent 9th grade academy, operating directly under the host Institution is permitted.
9. **Consider crosstown enrollment agreements.** Students from other local schools may participate in the AF/SF JROTC program at the host Institution under the following conditions:
 - a) Travel by students from other local schools to the host Institution shall be scheduled to ensure that the arrival and departure of the crosstown students permits full class period attendance at the host Institution each academic day.

- b) Travel by students from other local schools to the host Institution to participate in AFJROTC academic courses, as well any before/after school AF/SF JROTC program activities, must be conducted at no expense to the Air Force.
- c) The principal of the host Institution maintains overall supervisory responsibility of the AF/SF JROTC program and may terminate the crosstown agreement at any time.
- d) Principals from all schools involved must agree in writing.
- e) Instructors may not travel to crosstown schools to conduct AF/SF JROTC instruction.
- f) Crosstown agreements cannot be used to facilitate any 8th grade student attendance.

10. Ensure students meet and maintain AF/SF JROTC uniform wear and grooming standards. Students enrolled in the AF/SF JROTC program must wear the prescribed AF/SF JROTC uniform as prescribed by HQ AFJROTC directives. Anytime a student is wearing the AF/SF JROTC uniform, they shall abide by all Air Force standards for correct uniform wear, proper grooming standards, and proper personal conduct. The uniform wear requirement shall be a full-day requirement, not limited to an AF/SF JROTC classroom or the AF/SF JROTC class period but will include all non-AF/SF JROTC classes attended by the student. However, when other clothing is specifically required by non-AF/SF JROTC classes, such as shop, culinary, or physical education, changing is allowed for the duration of the non-AF/SF JROTC class only.

11. Ensure students meet and maintain AF/SF JROTC personal conduct standards. While enrolled in the AF/SF JROTC program, students are required to meet and maintain standards of personal conduct that are not disruptive to others and otherwise meet AF/SF JROTC program standards. Students with a history of disruptive behavior shall not be enrolled in AF/SF JROTC unless specifically screened, evaluated, and approved for enrollment by the Senior AF/SF JROTC Instructor. Students who exhibit uncorrected disruptive behavior or fail to otherwise adhere to program standards shall not be permitted to remain enrolled in AF/SF JROTC. Any student whose personal conduct negatively impacts other students' ability to focus, learn, achieve, and/or experience the AF/SF JROTC program appropriately, shall not be permitted to remain in the AF/SF JROTC program. NOTE: Students with an IEP or 504 plan may still be removed for documented cause.

12. Uphold continued enrollment rules. Continued student enrollment in the AF/SF JROTC program shall be in accordance with the provisions of Public Law, supporting DoD, Air Force publications, and the provisions of this MOA. The Institution agrees to make no policy that conflicts with the mandatory requirements of continued student enrollment in AF/SF JROTC, or expeditious student removal from the AF/SF JROTC environment, up to and including program disenrollment. Furthermore, on an annual basis (preferably before the school year starts), the Principal and SASI will collaborate and mutually agree upon a disenrollment process for the AF/SF JROTC program.

13. Addressing disruptive or noncompliant student behavior. If a student enrolled in AF/SF JROTC is found to be in violation of Section 2.C.10 or 2.C.11 of this MOA, or otherwise fails to meet minimum standards of personal conduct or program requirements, the Senior AF/SF JROTC Instructor shall immediately document the facts of the issue. The Senior AF/SF JROTC instructor shall immediately address the situation in writing with the school administration, counselors, and the parents of the student. Should the negative behavior not be immediately corrected, the Institution agrees to remove the student from the AF/SF JROTC environment while the corrective actions are being addressed and/or program disenrollment is being processed. The Institution agrees that no student will be allowed to remain in the AF/SF JROTC program with uncorrected disruptive or uncorrected non-compliance with program standards.

14. Removal and disenrollment of AF/SF JROTC students. The Institution agrees to always have a contingency plan in place to remove from the AF/SF JROTC environment, any student who fails to meet and/or maintain compliance with AF/SF JROTC program standards (i.e., failure to comply with uniform wear/grooming standards, fighting, drug use, school suspension, harassment, etc.). The Institution shall not sanction, nor tolerate, nor have any policy that permits the continued presence of a disruptive or noncompliant student in the AF/SF JROTC program. The Senior AF/SF JROTC Instructor shall be permitted to manage a fully compliant AF/SF JROTC program, and with proper cause, be supported by the Institution in removing a disruptive or noncompliant student from the AF/SF JROTC environment at any time during the academic term. Students removed from the AF/SF JROTC environment for behavior that cannot be corrected, shall be disenrolled from the AF/SF JROTC program. NOTE: A maximum of three (3) weeks is sufficient to complete the entire administrative disenrollment/decision process.

E. Academic Requirements:

- 1. Present only AF/SF JROTC curriculum.** Only the AF/SF JROTC-prescribed curriculum will be presented by AFJROTC instructors. Deviating from the AF/SF JROTC-prescribed curriculum is only permitted when specifically requested by the Institution and approved in advance, in writing by the Air Force.
- 2. Grant academic credit.** All AF/SF JROTC program academic courses shall be conducted by the Institution as full term/full credit course (not partial term/partial credit) and academic credit shall be granted toward graduation requirements for successful completion of an AF/SF JROTC academic course. Academic credit granted shall be equivalent to the credit given for other academic courses in the Institution.
- 3. Ensure minimum course length.** All AF/SF JROTC program academic courses shall be conducted as regular, full-time academic courses consisting of a minimum of 120 classroom hours per academic term. Crosstown agreements must ensure that the arrival and departure of the crosstown students are arranged to permit attendance of the full class period at the host Institution each day of attendance.

4. **Collect and report metrics.** The Institution shall collect and maintain data related to the academic performance and graduation data of students currently, or previously enrolled in the AF/SF JROTC program. For audit and evaluation purposes, Institutions hosting an AF/SF JROTC program shall provide to the Air Force data on gender, age, grade level, race and/or ethnicity of students enrolled in the AF/SF JROTC program. This data shall be reported to the Air Force, or its agents, when requested by the Air Force. Any data reported under this requirement must adhere to the Family Educational Rights and Privacy Act.
5. **Permit Student Participation in External AF/SF JROTC Activities.** The Institution shall not have any policies that restrict or prevent an AF/SF JROTC student from participating in any AF/SF JROTC-approved or AF/SF JROTC-funded activity. Activities may include (but are not limited to) incentive flights on Civil Air Patrol or military aircraft, marksmanship, archery, drones, robotics, or model rocketry.

F. Logistical Support & Accountability:

1. **Provide a military property custodian (MPC).** The Institution shall appoint an employee of the Institution as the MPC. Normally, AF/SF JROTC instructors are appointed to this duty, but any Institution employee may be appointed when necessary. The MPC will be empowered to perform the required supply functions incident to the acquisition, accounting, and handling of supplies, equipment and uniforms issued to or purchased with Air Force funds. The Institution shall also ensure that the appointed MPC conducts a full inventory of all Air Force funded items and performs required disposition actions before transferring the MPC duties to another individual. The school must always have an MPC appointed.
2. **Provide instructional materials.** The Institution shall provide to the AF/SF JROTC Department all the instructional aids, supplies, equipment, materials, services, furniture, computers and support, copiers, scanners and privileges afforded other academic departments at the Institution.
3. **Provide transportation.** The Institution shall provide transportation for AF/SF JROTC field trips and other off-Institution activities comparable to the transportation provided for other Institution programs, activities, or courses.
4. **Provide security and accounting for Air Force property.** The Institution shall conform to the publications of the Air Force relating to the issue, receipt, storage, safeguarding, and turn-in of Air Force-purchased uniforms, textbooks, supplies, equipment, and other educational materials at the Institution.
5. **Assume liability.** The Institution shall safeguard and retain liability for all Air Force property located at the Institution, making full restitution after all occurrences of theft, loss, and negligent or willful damage or destruction. If the Institution elects to provide an insurance policy, it shall name the United States Air Force as an additional insured.

- 6. Provide funding support.** The Institution shall provide funding support to purchase unique AF/SF JROTC program-related equipment and supplies that directly support school-based activities (i.e., color guard equipment, flags, flag poles, etc.) comparable to the funding provided for other Institution programs, activities, or courses.

G. Understand AF/SF JROTC Activity Reimbursements.

- 1.** The Institution shall fund, in advance, purchases which are specifically authorized to receive reimbursement by the Air Force, within the fund limitations imposed by the Air Force. These purchases directly support AF/SF JROTC program activities and operations and include, but are not limited to transportation, lodging, meals, uniform items, uniform alterations and dry cleaning. The Air Force provides a state tax exemption letter (with federal tax exemption number) for these purchases. The Institution (via the AF/SF JROTC instructors) shall obtain and submit documentation for authorized reimbursements in accordance with Air Force publications.
- 2.** The Defense Finance & Accounting Service requires Institutions to establish a direct deposit System for Award Management (SAM) account, enabling an electronic funds transfer of reimbursement payments. SAM.gov accounts shall be managed/maintained organizationally at the school and/or district level. SAM.gov accounts should never be linked to an individual instructor. SAM accounts must be renewed annually. The Institution shall maintain and provide original invoices, receipts and other supporting documentation used for reimbursement in accordance with DoD and Air Force publications.

H. Other Provisions.

- 1. Ensure publication compliance.** The Institution shall comply with all Air Force publications governing unit operations, AF/SF JROTC curriculum, student performance, instructor management, logistics management and financial management. Current publications are available to AF/SF JROTC instructors via the WINGS database.
- 2. Provide reports and meet deadlines.** The Institution shall facilitate completion, through Air Force channels, of necessary instructor evaluations, unit self-assessment reports, program status reports, equipment inventories, academic metrics, and other recurring and periodic reports required by the Air Force. Any data reported under this requirement must adhere to the Family Educational Rights and Privacy Act.
- 3. Approve chaperones to assist with AF/SF JROTC events/activities.** The Institution shall utilize school district guidance to approve chaperones to accompany cadets for local after school or weekend AF/SF JROTC events and activities if a certified instructor will not be present. This excludes overnight stays where a certified instructor must be present, ensuring the cadet-to-chaperone ratio is strictly followed. Instructors must utilize good judgment and be present for activities where an instructor needs to ensure safety or be the

Air Force representative. NOTE: Wellness/PT sessions must be monitored by a certified AF/SF JROTC Instructor with a current CPR certification.

SECTION 3. BOTH PARTIES AGREEMENT. Contingent upon the acceptance of this MOA, both parties mutually agree as follows:

- A. Maintain accreditation.** The Institution must maintain accreditation by a state or regional accreditation agency. Loss of accreditation shall be considered grounds for disestablishment action under paragraph 3.E.2 of this agreement.
- B. AF/SF JROTC instructor training and credentialing.** The Air Force may conduct periodic workshops for instructors hired to conduct the AF/SF JROTC program. The Institution shall require instructors to attend these workshops, which may be scheduled during or outside the normal academic school year. The Air Force will pay for transportation, lodging and provide per diem for these events. Any salary for these periods is at the discretion of the Institution. Attendance waivers may be authorized by the Air Force in extenuating circumstances. The Institution shall afford AF/SF JROTC instructors the same privileges and support in attending workshops and professional meetings as are given other faculty members.
- C. AF/SF JROTC program assessments.** Representatives of the Air Force shall be authorized to make visits to the Institution, both announced and unannounced, to assess the AF/SF JROTC program, locate and inspect Air Force property, and to ensure continued compliance with the provisions of Public Law, DoD and Air Force publications and this MOA.
- D. Actions on AF/SF JROTC instructor certifications.** The Air Force holds the certification for all AF/SF JROTC instructors. The Air Force retains the right to place on probation, suspend, or permanently remove the certification of an AF/SF JROTC instructor for any breach of standards. The Institution will remove any suspended or decertified instructor from the AF/SF JROTC program.

E. MOA Termination Clauses.

- 1. This agreement may be terminated at the completion of any regular school year by either party, or sooner by mutual agreement. If the governing authorities of an Institution decide to discontinue their AFJROTC program, they must notify the Director, Air Force JROTC in writing at: Director of AFJROTC, 60 West Maxwell Blvd, Maxwell Air Force Base, Alabama, 36112-6106.
- 2. Institutions which do not fulfill the provisions prescribed in this MOA, or in applicable Air Force publications, may be placed on probation, or otherwise notified of a failure to meet standards. The appropriate Institution authorities will be required to correct the deficiency within a specified timeframe or risk disestablishment of the AF/SF JROTC program.
- 3. The Commander, Jeanne M. Holm Center for Officer Accessions & Citizen Development, may terminate this agreement and withdraw the AF/SF JROTC program if the best interest

of the Air Force would be served by doing so, regardless of the provisions of paragraphs 3.E.1 and 3.E.2 of this MOA.

4. The governing authorities of the Institution shall, in the event of mutual or unilateral termination of this agreement, or in the event of disestablishment as prescribed by the Secretary of the Air Force, return to the Air Force all Air Force-owned equipment, supplies, uniforms, and educational curriculum materials in the custody of the Institution (to include all such items purchased using funds provided to the Institution by the Air Force) in accordance with procedures and guidance in existence or provided by the Air Force at the time of the termination of this agreement or disestablishment of the AF/SF JROTC program.

F. General Provisions.

1. This is a standardized agreement, and no language contained herein will be modified, revised, or adjusted to address the concerns of any specific Institution.
2. Regardless of changes in the original signatories, this agreement shall remain in effect until officially terminated, or superseded, under a provision of sub-section 3.E.
3. The agreement shall become effective upon signature by the Institution's Superintendent (or equivalent), and the Director of Air Force Junior ROTC.
4. The DD Form 3202 and this addendum represents the entire agreement and supersedes any prior agreement, understandings, or representations between the Air Force and the Institution pertaining to the establishment and maintenance of an AF/SF JROTC program.
5. This agreement will be reviewed for currency as determined by the Air Force. The Air Force reserves the right to mandate renewal of this agreement by both parties if significant program changes occur.
6. This agreement is governed by and shall be construed under Public Law.
7. Unless expressly stated in writing, signed by the Air Force, the waiver by the Air Force of any act, duty, or obligation required of the Institution hereunder shall not be construed as a waiver of any other, or of any future act, duty, or obligation to be performed by the Institution.
8. Nothing in this agreement will be construed as obligating the Air Force, their officers, employees, or agents to expend any funds more than the appropriations authorized for such purposes in violation of the Federal Anti-Deficiency Act (31 USC Section 1341).
9. Each signatory of this agreement certifies he or she is fully authorized to enter into the terms and conditions of this agreement and to execute the same to effectively bind each party to its terms.

- 10.** The Institution shall adhere to a policy of non-discrimination against students or instructors based on race, ethnicity, religion, national origin, gender, or any other category prohibited by law.
- 11.** Unless otherwise stated herein, notices under this agreement must be in writing and shall be effective upon positive confirmation of receipt.
- 12.** In accordance with Sections 1, 2 and 3, all parties agree and will comply with the provisions of this Addendum.

(signatures are collected on the DD Form 3202)

Grant Award Notification

GRANTEE NAME AND ADDRESS Lisa Allen, Interim Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Service Location	Suffix
				24	24239	67439	EZ
Attention Expanded Learning Programs Coordinator				INDEX		County Code	
Program Office Expanded Learning Office				0150		34	
Telephone (916) 643-9000				STANDARDIZED ACCOUNT CODE STRUCTURE			
Name of Grant Program After School Education and Safety Grant				Resource Code		Revenue Object Code	
				6010		8590	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$9,160,217.35		\$9,160,217.35		07/01/2024	06/30/2025	

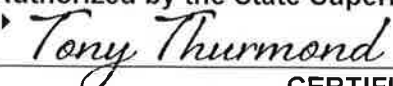
I am pleased to inform you that you have been funded for the After School Education and Safety Grant.

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

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the analyst listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Fred Sharp at Fsharp@cde.ca.gov

California Department of Education Contact Fred Sharp		Job Title Associate Governmental Program Analyst	
E-mail Address Fsharp@cde.ca.gov		Telephone (916) 319-0720	
Authorized by the State Superintendent of Public Instruction or Designee 		Date December 16, 2024	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>			
Printed Name of Authorized Agent		Title	
E-mail Address		Telephone	
Signature 		Date	

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Service Location	Suffix
			2024	23181	67439	01
Attention: Lisa Allen, Interim Superintendent			INDEX		County Code	
Email: superintendent@scusd.edu			0615		34	
Telephone: 916-643-9000			STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI)			Resource Code		Revenue Object Code	
Program Office: Accounting Office, Categorical Programs			7220		8590	
Name of Grant Program — California Partnership Academies (CPA) Program – Prop 98						
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
			\$74,700		7/01/2024	6/30/2025
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency	

I am pleased to inform you that you have been funded for the Law and Public Policy Academy, 0571, at C. K. McClatchy High School.

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

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the consultant listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Michelle Upton, Associate Governmental Program Analyst: CPAFISCAL@cde.ca.gov

California Department of Education Contact Eliese Rulifson		Job Title Education Programs Consultant	
E-mail Address CPAcademies@cde.ca.gov			Telephone 916-319-0457
Authorized by the State Superintendent of Public Instruction or Designee <i>Tony Thurmond</i>			Date December 11, 2024
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>			
Printed Name of Authorized Agent		Title	
E-mail Address			Telephone
Signature ▶			Date

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Service Location	Suffix
			2024	23181	67439	02
Attention: Lisa Allen, Interim Superintendent			INDEX		County Code	
Email: superintendent@scusd.edu			0615		34	
Telephone: 916-643-9000			STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI)			Resource Code		Revenue Object Code	
Program Office: Accounting Office, Categorical Programs			7220		8590	
Name of Grant Program — California Partnership Academies (CPA) Program – Prop 98						
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
			\$81,000		7/01/2024	6/30/2025
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency	

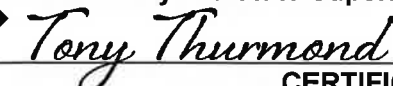

I am pleased to inform you that you have been funded for the Corporate Business Academy, 0086, at Hiram W. Johnson High School.

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

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the consultant listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Michelle Upton, Associate Governmental Program Analyst: CPAFISCAL@cde.ca.gov

California Department of Education Contact Eliese Rulifson		Job Title Education Programs Consultant	
E-mail Address CPAcademies@cde.ca.gov			Telephone 916-319-0457
Authorized by the State Superintendent of Public Instruction or Designee 			Date December 11, 2024
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>			
Printed Name of Authorized Agent		Title	
E-mail Address			Telephone
Signature 			Date

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Service Location	Suffix
			2024	23181	67439	03
Attention: Lisa Allen, Interim Superintendent			INDEX		County Code	
Email: superintendent@scusd.edu			0615		34	
Telephone: 916-643-9000			STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI)			Resource Code		Revenue Object Code	
Program Office: Accounting Office, Categorical Programs			7220		8590	
Name of Grant Program — California Partnership Academies (CPA) Program – Prop 98						
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
			\$81,000		7/01/2024	6/30/2025
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency	



I am pleased to inform you that you have been funded for the Health and Medical Sciences Academy, 0168, at Hiram W. Johnson High School.

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

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the consultant listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Michelle Upton, Associate Governmental Program Analyst: CPAFISCAL@cde.ca.gov

California Department of Education Contact Eliese Rulifson		Job Title Education Programs Consultant			
E-mail Address CPAcademies@cde.ca.gov		Telephone 916-319-0457			
Authorized by the State Superintendent of Public Instruction or Designee 		Date December 11, 2024			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS					
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>					
Printed Name of Authorized Agent		Title			
E-mail Address		Telephone			
Signature 		Date			

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Service Location	Suffix
			2024	23181	67439	04
Attention: Lisa Allen, Interim Superintendent			INDEX		County Code	
Email: superintendent@scusd.edu			0615		34	
Telephone: 916-643-9000			STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI)			Resource Code		Revenue Object Code	
Program Office: Accounting Office, Categorical Programs			7220		8590	
Name of Grant Program — California Partnership Academies (CPA) Program – Prop 98						
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
			\$81,000		7/01/2024	6/30/2025
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency	

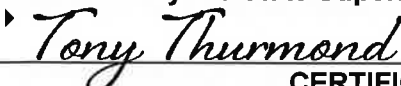
I am pleased to inform you that you have been funded for the Law/Criminal Justice Academy, 0084, at Hiram W. Johnson High School.

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

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the consultant listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Michelle Upton, Associate Governmental Program Analyst: CPAFISCAL@cde.ca.gov

California Department of Education Contact Eliese Rulifson		Job Title Education Programs Consultant			
E-mail Address CPAcademies@cde.ca.gov		Telephone 916-319-0457			
Authorized by the State Superintendent of Public Instruction or Designee 		Date December 11, 2024			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS					
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>					
Printed Name of Authorized Agent		Title			
E-mail Address		Telephone			
Signature ▶		Date			

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER					
				FY	PCA	Service Location	Suffix		
				2024	23181	67439	05		
Attention: Lisa Allen, Interim Superintendent				INDEX		County Code			
Email: superintendent@scusd.edu				0615		34			
Telephone: 916-643-9000				STANDARDIZED ACCOUNT CODE STRUCTURE					
Grantee Unique Entity ID (UEI)				Resource Code		Revenue Object Code			
Program Office: Accounting Office, Categorical Programs				7220		8590			
Name of Grant Program — California Partnership Academies (CPA) Program – Prop 98									
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date			
			\$57,600		7/01/2024	6/30/2025			
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency				

I am pleased to inform you that you have been funded for the Criminal Justice and Community Services Academy, 0095, at John F. Kennedy High School.

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

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the consultant listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Michelle Upton, Associate Governmental Program Analyst: CPAFISCAL@cde.ca.gov

California Department of Education Contact Eliese Rulifson			Job Title Education Programs Consultant			
E-mail Address CPAcademies@cde.ca.gov			Telephone 916-319-0457			
Authorized by the State Superintendent of Public Instruction or Designee <i>Tony Thurmond</i>			Date December 11, 2024			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>						
Printed Name of Authorized Agent			Title			
E-mail Address			Telephone			
Signature ▶			Date			

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Service Location	Suffix
			2024	23181	67439	06
Attention: Lisa Allen, Interim Superintendent			INDEX		County Code	
Email: superintendent@scusd.edu			0615		34	
Telephone: 916-643-9000			STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI)			Resource Code		Revenue Object Code	
Program Office: Accounting Office, Categorical Programs			7220		8590	
Name of Grant Program — California Partnership Academies (CPA) Program – Prop 98						
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
			\$63,000		7/01/2024	6/30/2025
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency	


I am pleased to inform you that you have been funded for the Building Trades Academy, 0585, at Luther Burbank High School.

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

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the consultant listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Michelle Upton, Associate Governmental Program Analyst: CPAFISCAL@cde.ca.gov

California Department of Education Contact Eliese Rulifson		Job Title Education Programs Consultant	
E-mail Address CPAcademies@cde.ca.gov			Telephone 916-319-0457
Authorized by the State Superintendent of Public Instruction or Designee 			Date December 11, 2024
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>			
Printed Name of Authorized Agent		Title	
E-mail Address			Telephone
Signature ▶			Date

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Service Location	Suffix
			2024	23181	67439	07
Attention: Lisa Allen, Interim Superintendent			INDEX		County Code	
Email: superintendent@scusd.edu			0615		34	
Telephone: 916-643-9000			STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI)			Resource Code		Revenue Object Code	
Program Office: Accounting Office, Categorical Programs			7220		8590	
Name of Grant Program — California Partnership Academies (CPA) Program – Prop 98						
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
			\$81,000		7/01/2024	6/30/2025
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency	

I am pleased to inform you that you have been funded for the Law and Social Justice Academy, 0022, at Luther Burbank High School.

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

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the consultant listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Michelle Upton, Associate Governmental Program Analyst: CPAFISCAL@cde.ca.gov

California Department of Education Contact Eliese Rulifson		Job Title Education Programs Consultant			
E-mail Address CPAcademies@cde.ca.gov		Telephone 916-319-0457			
Authorized by the State Superintendent of Public Instruction or Designee <i>Tony Thurmond</i>		Date December 11, 2024			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS					
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</i>					
Printed Name of Authorized Agent		Title			
E-mail Address		Telephone			
Signature ▶		Date			

Grant Award Notification

GRANTEE NAME AND ADDRESS Lisa Allen, Interim Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Service Location	Suffix
				2023	25673	67439	I1
Attention Lisa Allen, Interim Superintendent				INDEX		County Code	
Email superintendent@scusd.edu				0615		34	
Telephone 916-643-9000				STANDARDIZED ACCOUNT CODE STRUCTURE			
Grantee Unique Entity ID (UEI)				Resource Code		Revenue Object Code	
Program Office Accounting Office, Categorical Funds				6383		8590	
Name of Grant Program Golden State Pathways Program: Implementation Grant							
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$332,879		\$332,879		04/2/2024	06/30/2029	
ALN	Federal Award ID Number	Federal Grant Name			Federal Agency		

I am pleased to inform you that you have been funded for the Golden State Pathways Program: Implementation Grant at Sacramento City Unified School District (224I).

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

By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the consultant listed below to discuss other signing options.

Please email the signed Grant Award Notification (AO-400) to:

Golden State Pathways Program at GSPP@cde.ca.gov

California Department of Education Contact Michelle Triplett		Job Title Education Programs Consultant	
E-mail Address GSPP@cde.ca.gov		Telephone 916-323-4747	
Authorized by the State Superintendent of Public Instruction or Designee <i>Tony Thurmond</i>		Date December 19, 2024	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS			
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.			
Printed Name of Authorized Agent Janea Marking		Title Chief Business & Operations Officer	
E-mail Address janea-marking@scusd.edu		Telephone (916) 643-9055	
Signature <i>Janea Marking</i>		Date 01/24/2025	

Grant Award Notification (Continued)

The following Grant conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days**.
2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. **No extensions of this grant will be allowed.**
3. The grantee is required to use these funds only for the operation and maintenance of the Golden State Pathways Program (GSPP) at the high school noted in the AO-400 in accordance with the provisions of California *Education Code (EC)* sections 53020 through 53025. These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds, including but not limited to the *EC*. These funds are instructional in nature.
4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:
 - The first payment of 85 percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.
 - The GSPP Annual Expenditure Report is due no later than 60 days after the close of each fiscal year. The GSPP Annual Expenditure Report should include a narrative of expenditures. Failure to submit a GSPP Annual Expenditure Report with a detailed narrative may result in a billing from the CDE for grant funds paid.
 - Grant recipients shall annually collect and submit data, disaggregated by pupil subgroup, on the outcome measures identified in the California EC Section 53024 (c). The annual report is due to the grant recipient's RTAC in mid-May, beginning May 20, 2026.
 - The final payment will be processed after CDE receives the initial student data report.
6. If the grantee terminates its participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other GSPP sites.

If you have any questions regarding the GSPP requirements of the grant, please contact Michelle Triplett, Education Programs Consultant, Academy, Apprenticeship, and Internship Office (AAIO), at GSPP@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Cindy Rose, Associate Governmental Program Analyst, AAIO, at GSPP@cde.ca.gov.

<p>MEMORANDUM OF AGREEMENT BETWEEN _____ <div style="text-align: right;">(Military Service)</div></p> <p>AND _____ <div style="text-align: right;">(Name of School District)</div></p> <p>TO ESTABLISH AND OPERATE A JUNIOR RESERVE OFFICERS' TRAINING CORPS UNIT</p>	<p>Form Approved OMB Number 0704-0680 Expires 02/28/2027</p>
<p>The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send your form to the appropriate Service Representative</p>	
<p style="text-align: center;">Privacy Advisory</p> <p>Disclosure of this information is voluntary and will be used to provide notice and communication related to this Memorandum of Agreement. When completed, this form contains personally identifiable information and is protected by the Privacy Act of 1974, as amended</p>	
<p>This Memorandum of Agreement (MOA) is hereby entered into by and between _____ (Military Service Name) acting through _____ (first General/Flag Officer Command above JROTC Program Office), and _____ (School District Name) (collectively the Parties) for the establishment of a Junior Reserve Officers' Training Corps (JROTC) Unit at _____ (Name of School Hosting the Unit), pursuant to United States Code, Title 10, Subtitle A, Part III, Chapter 102, §§ 2031-2036 and reference I.2. herein.</p>	
<p>The purpose of the JROTC program is to instill in students in United States secondary educational institutions the values of citizenship, service to the United States (including an introduction to service opportunities in military, national, and public service), personal responsibility and a sense of accomplishment. Upon execution by _____ (Military Service Name) on the date of signature below, a JROTC unit is established at _____ (Host School) consisting of students voluntarily enrolled. This MOA together with the Military Service Addendum herein (reference I.6) contain the Parties' entire agreement and outlines terms and responsibilities for both the Military Service and the School District.</p>	
<p>I. REFERENCES. The following references are incorporated herein and apply to both Parties:</p> <ol style="list-style-type: none"> 1. 10 U.S.C. §§ 2031-2036 2. Department of Defense (DoD) Instruction 1205.13 "Junior Reserve Officers' Training Corps Program" 3. Department of Defense Education Activity (DODEA) Administrative Instruction 1443.02 "Prohibited Sexual, Sex-Based, and Other Related Abusive Misconduct Reporting and Response" 4. DD Form 3200, Junior Reserve Officers' Training Corps Instructor Prohibited Activities Acknowledgment 5. DD Form 3203, Junior Reserve Officers' Training Corps Student/Parent/Guardian Acknowledgment of Expected Standards Of Conduct And Participation 6. _____ <div style="text-align: right;">(Name of Military Service-specific Addendum)</div> 	
<p>II. STATEMENT OF NON-DISCRIMINATION. The DoD is committed to creating and maintaining a safe and trusted learning and work environment free from discrimination and harassment (including sexual harassment as defined by the US Department of Education in Sexual Harassment Guidance 2020). The DoD does not condone and will not tolerate hostile environments, including any created by sexual harassment, sexual assault, problematic sexual behavior in children and youth (PSB-CY) as defined in DoD Instruction 6400.01, or other related abusive misconduct of, or by, employees, students, other beneficiaries (to include and when applicable, volunteers, students, support personnel, student teachers, contractors, and parents/guardians), or anyone within the School District jurisdiction in JROTC-conducted or sponsored education and training programs and activities, committed both on and off school premises.</p> <p>The following School District and Host School office handles inquiries regarding the non-discrimination policies: _____ (Address). The following School District and Host School office handles Title IX inquiries and complaints: _____ (Host School District's Title IX Coordinator/ Office Address/Contact Information). Any JROTC student, instructor, or other beneficiary who reports that they, or someone they know, has been subjected to a violation of this MOA, including reference I.6, has the right to prompt response and intervention by an appropriate DoD/JROTC official or School District official to ensure the safety and welfare of those individuals involved. [Refer to Sections III.5 and IV below]</p>	
<p>III. UNDERSTANDINGS OF THE PARTIES.</p> <ol style="list-style-type: none"> 1. Nondiscrimination. Neither party shall discriminate in conducting a JROTC program. This includes denying participation in or the benefits derived from the JROTC program (e.g., admission of students, hiring of JROTC instructors who meet statutory requirements, or subsequent participation of students and instructors) on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor in its employment, programs and activities. 2. Retaliation Prohibited. Retaliation against an individual/individuals reporting, either verbally or in writing, an allegation or suspicion of violation of this MOA or reference I.6, or who participates in or cooperates with an investigation of such report or suspicion, is strictly prohibited. 3. Partnership/Certification Relationship and Background Checks. JROTC instructors serve two chains of authority and shall be responsible to both the Military Service (their certifier) and the School District (their employer) for properly operating the JROTC program and for their own professional conduct. In addition to the School District's requirements, JROTC instructors have mandatory responsibilities levied upon them by their Military Service as described in reference I.6. <ol style="list-style-type: none"> a) Both parties shall provide JROTC instructors with relevant training and their policy prohibiting harassment and abuse (e.g., annual instructor/teacher anti-harassment training, DD Form 3200, "JROTC Instructor Prohibited Activities Acknowledgment") and inform each other on all significant personnel matters (such as suspensions or terminations) concerning instructor certification and employment. The Host School shall maintain the signed DD Form 3200 and signed DD Form 3203 and make available for review per paragraph 6.b. 	

b) Although the Military Service is not a party to the instructor's employment contract, the Military Service is the certifying authority for JROTC instructors and maintains an inherent need-to-know regarding any information related to performance, conduct, and employment status. As such, the Military Service shall:

- (1) Conduct and fund initial and on-going background checks on JROTC instructor for certification purposes.
- (2) Childcare National Agency Check with Inquiries (CNACI) investigation (re-verified every 5 years, or when triggered by an instructor's adverse credit check, any adverse instructor information identified, or a break in instructor service of more than 24 months)
- (3) JROTC instructors will complete JROTC Initial Qualification Training (JIQT) prior to certification.
- (4) Require all JROTC instructors to authorize the release to the Military Service of any information the School District determines is necessary to ensure compliance with the terms of this MOA related to the JROTC instructor's employment and/or conduct.
- (5) Immediately suspend the certification of JROTC instructors and/or begin decertification procedures based on any violation of this MOA by the instructor, adverse investigation findings, or reference I.6.

c) The School District shall:

- (1) Interview and employ only approved JROTC instructors as required by reference I.6.
- (2) Perform state and local background checks at their own expense in accordance with applicable federal, state, and local requirements.
- (3) Provide JROTC instructors a contract of employment with the School District as the employing agency and in accordance with reference I.6.
- (4) Provide a copy of this certified MOA to JROTC instructors.
- (5) Provide JROTC students and parents/guardians at the beginning of each academic year, and upon request, JROTC promotional and pertinent administrative materials to ensure they are aware of their rights under this MOA. This must include both parties' contact information in Section IV and the proper procedures for reporting and responding to allegations of violations.

4. **Monitoring Instructor Performance.** The Military Service holds the certification of all JROTC instructors, and therefore maintains an inherent right to monitor instructor behavior and performance. They must receive any necessary information from the School District regarding instructor performance, professional conduct, and employment status.

a) The Military Service shall:

- (1) Ensure instructors receive performance counseling and/or professional development within thirty (30) days of the effective date of employment with the School District, and then annually, usually at the beginning of each school semester.
- (2) Mentor, monitor and counsel all instructors concerning their educational requirements under this MOA and reference I.6.
- (3) Assess the instructional performance of at least one instructor per school.

b) The School District shall:

- (1) Communicate with the Military Service on all matters concerning instructor performance, conduct, and employment as permitted by state law. School districts wishing to transfer or reassign a JROTC instructor between JROTC host schools may do so in accordance with district policies and reference I.6., with consent of the JROTC instructor and with prior written approval from the Military Service.
- (2) Conduct annual JROTC instructor evaluations/assessments and provide them, by electronic copy, to the Military Service point of contact in Section IV.
- (3) Notify the Military Service in writing of any instructor evaluation that does not meet School District requirements within three (3) business days.
- (4) Include the Senior Military Service instructors in meetings where policies, recommendations, or decisions affecting the JROTC Program are made, including the employment or discharge of JROTC instructors.
- (5) Have effective and timely procedures in place to ensure the Military Service _____ (POC) is advised of any disciplinary or administrative action levied upon a JROTC instructor (i.e., administrative leave, suspensions, letters of admonishment), the initiation of any investigation into alleged JROTC instructor misconduct (school, civil, or criminal), or any changes in the employment status of an JROTC instructor. If any of the aforementioned items occur, the School District shall notify the Military Service in writing within one (1) business day. The Host School shall include enough information to provide the Military Service a comprehensive understanding of the nature and scope of any allegations, investigation, or complaint.

5. **Preventive, Corrective, and Disciplinary Actions.** Both parties shall take all necessary and appropriate action needed to prevent, correct, and, if necessary, discipline behavior which violates this MOA concurrent with or independent of any outside investigations and action that may be taken by appropriate external enforcement entities, where applicable. The host institution will address any violation by Instructor, Trainer, or participating student in accordance with their school district's student and personnel policies. Violations may not be ignored or dismissed by either party, JROTC instructors, or program volunteers, especially if a student is being sexually harassed, sexually assaulted, or subjected to other related misconduct by any adult (welcome or unwelcome), or if anyone is touching or trying to touch a juvenile in a sexual way against their will or without lawful consent.

a) **Mandatory Reporting.** Child abuse, neglect, sexual assault and sexual harassment must be reported by JROTC instructors and program volunteers. Minor incidents of sexual harassment and other related abusive misconduct, even if it has been successfully resolved in the moment by addressing the harasser directly, must still be reported to the appropriate School District, Host School, and Military Service personnel to create a record in case the misconduct occurs again. The Military Service cannot take action to stop harassing, assaultive, problematic, and abusive misconduct if they are unaware it is happening.

b) **Response.** School District and Host School shall report preventative, corrective, and disciplinary actions in accordance with state, local, School District, and Host School policy.

6. **Program Evaluations.** The parties shall perform program evaluations for trend analysis and to monitor the effectiveness of response and resolution and facilitate ongoing recommendations for improvements to the JROTC program.

a) The Military Service shall:

- (1) Make annual visits to the Host School, either announced or unannounced, per reference I.2, to evaluate the operation, administration, and effectiveness of the JROTC program and ensure continued compliance with this MOA and Military Service standards in reference I.6.

- (2) Evaluate compliance with this MOA (e.g., the number, nature, and resolution of reported violations) periodically throughout the fiscal year.
- (3) Include the JROTC Program in its Management and Internal Controls Program to review, assess, and report on the effectiveness of internal control.
- b) The School District shall maintain and make available for review all JROTC instructor evaluations and program records during program visits and for a period of ten (10) years following the expiration or termination of this MOA. Failure to adhere to this requirement may result in decertification of the instructor, placement of the JROTC Program in a probationary status, or Program disestablishment.
7. **Minimum Number of Enrolled Students.** The School District and Host School shall ensure that each unit maintains a minimum student enrollment of at least (A) 10 percent of the Host School's student population (grades 8-12 or 9-12, whichever is applicable), or (B) 100 students, whichever is less, as required by 10 U.S.C. § 2031(b)(1). Actual enrollment shall only be determined by counting those students who voluntarily meet, and subsequently maintain acceptable standards of academic achievement and conduct, as prescribed by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(4). The JROTC unit shall be placed on probation if these requirements are not met.
8. **Voluntary Student Enrollment.** The School District and Host School shall only permit voluntary student enrollment in the JROTC program. The School District shall fully inform prospective JROTC students that the program is voluntary and of all mandatory JROTC enrollment requirements before authorizing enrollment into the JROTC program. Only students who voluntarily choose to meet and maintain acceptable JROTC standards in reference I.6 shall be enrolled into, and permitted to remain in, the JROTC program. The Host School shall ensure all enrollments of students into the JROTC program are conducted with the prior knowledge and endorsement of the Military Service per reference I.6. If a JROTC instructor senses a student has been involuntarily enrolled, they must inform both the Senior Military Service instructor and Host School Principal.
9. **JROTC Cadet Health/Wellness Participation Waiver.**
- a) The Host School will:
- (1) Collect and maintain a medical release and Parent/Guardian acknowledgement of the risk(s) associated with all physical activity sessions (e.g., walking, running, calisthenics, drills) and acknowledging any risk associated with any physical activity.
- (2) Inform its JROTC faculty of anything that should keep a student from participating in the JROTC Cadet Health/Wellness Program. The JROTC Senior Instructor shall make the enrollment decision for any student who has a permanent disability that inhibits full participation in physical activity sessions. Only students who complete and submit the required JROTC Cadet Health/Wellness Program release and acknowledgement shall be enrolled into, and permitted to remain in, the JROTC program. The JROTC Cadet Health/Wellness Program is designed to improve physical fitness.
- b) The Military Service shall:
- (1) Ensure that all physical activity sessions shall be supervised and monitored by at least one JROTC instructor.
- (2) Identify any Health/Wellness training requirements (refer to reference I.6).
10. **Prohibitions on Fundraising.** The School District shall not permit any fundraising for external entities while using government equipment or while in uniform. Fundraising and grants in support of the JROTC unit are authorized as governed by state and local policies. The acceptance of any grants and/or funds by the School District and/or Host School does not reflect an endorsement by the Department of Defense.
11. **Information Technology (IT) support.** The School District and Host School shall provide the appropriate IT support to include access to third-party websites that are required for instructors, other school employees and district employees to perform routine tasks. Third party-websites include any website in support of administrative, budgetary, and curriculum delivery and support, and testing services. Required websites shall be provided by JROTC headquarters staff to the School District and Host School upon request.
12. **Facilities.** The Host School shall provide the partner Military Service with adequate facilities for classroom instruction, storage of non-lethal arms and other equipment which may be furnished in support of the unit, and adequate drill areas at or in the immediate vicinity of the institution, as determined by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(2). Additionally, the Host School shall provide administrative office(s), office equipment, including telephone service capable of electronic data transmission, instructional supplies (other than those provided by the Service), and utilities. The Host School shall pay for the cost and maintenance of these facilities thereof.
13. **Military Instruction.** The School District and Host School shall provide a course of military instruction of not less than three academic years' duration and which may include instruction or activities in the fields of science, technology, engineering, and mathematics, as prescribed by the Secretary of the military department concerned, as required by 10 U.S.C. § 2031(b)(3).
14. **Storage and Safekeeping of Government Property.** The Host School shall provide secure and adequate storage areas for the protection and security of Government Furnished Property and comply with all applicable regulations relating to the issue, care, use, safekeeping, turn-in, and accounting for such property. The School District shall promptly replace, or repair at its cost and to the satisfaction of the Military Department any such item that is lost or sustains damage directly or indirectly attributable to the conduct of the School District or Host School. The School District shall furnish to the Military Departments a bond or insurance policy from a financial institution satisfactory to the Military Department in an amount equal to the replacement value of Government-furnished Property. The School District shall ensure that the bond or insurance remains in effect for the requisite amount at all times during the term of this Agreement and, thereafter, so long as any Government-Furnished Property remains in the School District's custody. If the School District elects to provide an insurance policy, it shall name the United States as an additional insured and provide a certificate to that effect to the Military Department.

IV. POINTS OF CONTACT. The following points of contact will be used by the Parties to provide any notice required under this MOA. Each Party may change its point of contact in writing upon 10 business days' notice to the other Party.

1. For the School District

Primary: Tina Alvarez Bevens

Title: _____

Address: _____

Email: _____

Telephone Number: _____

Alternate: _____

Title: _____

Address: _____

Email: _____

Telephone Number: _____

2. For the Military Service

Primary: _____

Title: _____

Address: _____

Email: _____

Telephone Number: _____

Alternate: _____

Title: _____

Address: _____

Email: _____

Telephone Number: _____

V. GOVERNING LAW. This MOA is governed by and shall be construed under all applicable Federal, state, and local Laws. However, compliance with state and local laws by the military service is voluntary.

VI. MODIFICATION OF MOA. This MOA may only be modified by written agreement of both Parties, and duly signed by their authorized representatives. This MOA shall be reviewed for currency in accordance with the Military Service's policy, who reserves the right to require renewal of this MOA by both parties if significant program changes occur.

VII. NO WAIVER. Unless expressly stated in writing, signed by the Military Service, the waiver by the Military Service of any act, duty, or obligation required of the institution hereunder shall not be construed as a waiver of any other, or of any future act, duty, or obligation to be performed by the School District or Host School.

VIII. ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA together with reference I.6. constitutes the entire agreement between the Parties and supersedes and replaces any prior agreement, understandings, or representations between the parties. Regardless of changes to the employment status of the original signatories, this MOA shall remain in effect until officially terminated.

IX. CONFLICTS. In the event of any conflict between this MOA and reference I.6, this MOA takes precedence.

X. REPRESENTATIVE AUTHORITY. Each undersigned representative of the parties to this MOA certifies he or she is fully authorized to enter into the terms and conditions of this MOA and to execute the same so as to effectively bind each party to its terms.

XI. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

XII. TERMINATION. This MOA may be terminated by either Party by giving at least 30 days' written notice to the other Party. This MOA shall remain in effect throughout the semester/trimester, and the termination date of this agreement may only occur during non-instruction periods in the academic calendar year.

XIII. TRANSFERABILITY. This MOA is not transferable.

XIV. ANTI-DEFICIENCY ACT. Nothing in this MOA shall be construed as obligating the Military Service, its officers, employees, or agents to expend any funds in excess of appropriations authorized for such purposes in violation of the Federal Anti-Deficiency Act (31 U.S.C. § 1341).

XV. EFFECTIVE DATE. This MOA takes effect as of the date on which it has been certified by the Military Service.

XVI. CANCELLATION OF PREVIOUS MOA. This MOA cancels and supersedes any prior agreement by the Parties.

FOR THE SCHOOL		
TYPED NAME <i>(Last, First, Middle Initial) AND TITLE</i>	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
FOR THE MILITARY SERVICE		
TYPED NAME <i>(Last, First, Middle Initial) AND TITLE</i>	SIGNATURE	DATE SIGNED <i>(YYYYMMDD)</i>
THE FOLLOWING AGREEMENT AND INFORMATION IS TO BE CONSIDERED AS PART OF THIS CONTRACT		
DATA PERTAINING TO HOST SCHOOL		
a. NAME OF HOST SCHOOL <i>(No abbreviations)</i>	b. HOST SCHOOL'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i> <i>(If P.O. Box must also provide street address for shipping purposes)</i>	
c. TYPE OF SCHOOL <i>(Check appropriate box)</i> <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Military Academy		
d. PRINCIPAL'S NAME		
e. TELEPHONE NUMBER		
f. FAX NUMBER		
g. EMAIL ADDRESS		
PERTAINING TO SCHOOL DISTRICT		
a. NAME OF SCHOOL DISTRICT <i>(No abbreviations)</i>	b. SCHOOL DISTRICT'S COMPLETE MAILING ADDRESS <i>(Include ZIP code)</i>	
c. SUPERINTENDENT'S NAME		
d. TELEPHONE NUMBER		
e. FAX NUMBER		
f. EMAIL ADDRESS		
LIST ACCREDITING AGENCY		
a. REGIONAL	b. STATE	c. OTHER
TOTAL ENROLLMENT OF HOST SCHOOL	ESTIMATED NO. OF QUALIFIED STUDENTS WHO WILL ENROLL IN THE JROTC PROGRAM	

**ADDENDUM TO ESTABLISHMENT OF
NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS (NJROTC) UNIT**

This Addendum for the Establishment of a Navy Junior Reserve Officers Training Corps (“NJROTC”) Unit is hereby entered into by and between _____ (“**School District**”) and the Department of the Navy, acting through the Naval Service Training Command (“**Navy**” or “**NSTC**”) pursuant to Title 10, United States Code, Chapter 102, Sections 2031, *et seq.* (“**Statute**”). This Agreement is effective on the date signed by authorized representatives of both parties (“**Effective Date**”).

1. **Unit Established; Status of Units.** An NJROTC unit (“**Unit**”) is hereby authorized at the following school in the School District (“**Host School**”):

a. Each Unit may be located only at its designated Host School and cannot be moved without prior written Navy consent and modification to this Agreement. Each Host School shall establish as an integral academic and administrative department of the school a Department of Naval Science (“**DNS**”) to administer the NJROTC program.

2. **Accreditation.** The School District warrants and represents that each Host School is fully accredited by the cognizant State or regional accreditation agency. Each Host School shall remain fully accredited at all times. Failure to maintain such accreditation shall be grounds for termination of the Agreement, in accordance with Paragraph 12 below. The School District shall immediately notify the Navy at the address noted in Paragraph 13.h in the event that the accreditation of any Host School comes under investigation, withdrawal is being considered, or accreditation is withdrawn.

3. **Additional Requirements; Minimum Number of Enrolled Students.** The Host School shall limit membership in the Unit to students who meet the statutory criteria, as well as Department of Defense (“**DoD**”) and Navy Instructions pertaining to NJROTC (collectively, and as may be amended from time to time “**NJROTC Regulations**”). These criteria require that participating students:

- a. Are citizens or nationals of the United States, or aliens lawfully admitted to the United States for permanent residence;
- b. Maintain acceptable standards of academic achievement and standing that warrants at least normal progression leading to graduation;
- c. Maintain acceptable standards of conduct as set forth in the NJROTC Cadet Field Manual;
- d. Comply with the grooming standards set forth in the NJROTC Cadet Field Manual; and
- e. Comply with any other statutory criteria and NJROTC Regulations, as may be amended from time to time.

4. **Instructors.**

a. **Number.** The School District shall employ a minimum per Unit of one retired officer as the Senior Naval Science Instructor, and one retired enlisted person as the Naval Science Instructor (“**NJROTC Instructors**”). Additional NJROTC Instructors shall be employed when authorized by the Navy, in accordance with the student/instructor ratios set forth in NJROTC Regulations. The School District shall notify the Navy in accordance with Paragraph 4.g. prior to hiring any NJROTC instructor, to ascertain whether or not that instructor is certified as required by Paragraph 4.c.

b. **District Employees.** NJROTC Instructors and such other personnel that are hired to support the NJROTC program at the Host School are employees of the School District. In no event shall the School District represent such instructors and personnel as Navy employees, agents, or contractors. The School District shall include the Senior Naval Science Instructor in meetings where policies, recommendations, or decisions affecting the NJROTC program are made, including the employment or discharge of Naval Science Instructors.

**ADDENDUM TO ESTABLISHMENT OF
NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS (NJROTC) UNIT**

c. Certification. NJROTC Instructors must be certified by NSTC to administer the NJROTC program and teach the Naval Science curriculum. The Navy has the right to decertify NJROTC Instructors on the grounds set forth in NJROTC Regulations.

d. Contract. The School District shall enter into a written contract with each NJROTC instructor which stipulates the duration of employment, including identification of the specific periods during which each of the NJROTC Instructors will be performing duties in direct support of the NJROTC program, and the amount of salary each instructor will receive. Employment contracts for NJROTC Instructors shall provide for a minimum of 300 employment days (10 months) and a maximum of 360 employment days (12 months) per year computed as thirty (30) days per month. For reimbursement purposes (See Paragraph 4.f below), one month equals 30 days, including Saturdays, Sundays, and holidays. It is recommended that the contract term of at least one of the NJROTC Instructors at each Host School be for eleven (11) months. The School District shall modify the contracts of NJROTC Instructors to reflect changes in minimum pay required by NJROTC Regulations.

e. Duties. The School District shall assign NJROTC Instructors only those duties connected with the instruction, operation, and administration of the NJROTC program. The School District shall contract separately with the individual NJROTC Instructor for any additional duties desired beyond those specifically related to the NJROTC program, which shall be at no cost to the Navy. Such additional services shall not be performed within the scope of NJROTC duties, or during normal school hours. This requirement does not preclude NJROTC Instructors from serving on routine committees or performing curricular or extracurricular duties normally performed by and rotated among other faculty members.

f. Salary. The Navy shall reimburse the School District as set forth in this Paragraph for a portion of the salary of each authorized NJROTC Instructor employed by the School District. The Navy's responsibility to reimburse the School District for Instructor pay is limited to the period of employment specified on the JROTC Instructor Annual Certification of Pay and Data Form (DD 2767) regardless of the School District pay distribution schedule. The School District shall ensure that the compensation of the NJROTC Instructor is paid at the level computed by the Navy in accordance with the applicable statutes, DoD and NJROTC Regulations. The foregoing should not be considered an attempt to cap or limit the amount of pay that may be agreed upon between the individual NJROTC Instructors and the School District. The School District may pay the NJROTC Instructor more than an amount specified in the applicable law or regulation but shall do so without any additional entitlement for reimbursement from the Navy or the DoD.

5. **Curriculum; Academic Credit**

a. Prescription. Each Host School shall establish a 3-to-5-year naval science curriculum consisting of at least the number of minutes of instruction per naval science course (presently, 7,200 minutes) prescribed in NJROTC Regulations, and using all instructional materials and guidelines provided by the Navy pursuant to Paragraph 7.a.(3). The School District and Host School shall maintain all standards of instruction and administration for the NJROTC program prescribed by the Navy in the NJROTC Regulations.

b. Academic Credit. The School District shall grant students who participate in, and successfully complete NJROTC naval science courses, appropriate academic credit toward graduation requirements.

6. **Uniforms.** Students enrolled in the NJROTC program shall wear the prescribed uniform when directed to do so by any of the NJROTC Instructors. The NJROTC Instructors will wear the appropriate military uniform prescribed by the applicable service regulations, as appropriate, while representing the NJROTC program, or when cadets are required/ directed to wear their uniforms.

7. **Navy-Furnished Property.**

a. The Navy shall provide the following property ("**Government-Furnished Property**") for exclusive use in the NJROTC program, and shall pay transportation charges, including packaging and handling, for shipment of Government-Furnished Property to and from the Host School:

(1) Uniforms. The Navy shall issue, at its expense, uniforms for cadets enrolled in the

**ADDENDUM TO ESTABLISHMENT OF
NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS (NJROTC) UNIT**

NJROTC program in accordance with the supply manual issued by the Navy (“**NJROTC Supply Manual**”).

(2) **Government Furnished Equipment.** The Navy shall provide the Host School with government-furnished equipment needed to administer the NJROTC curriculum. The amount and type of equipment provided is subject to the availability of funds and will be allocated to each Unit in accordance with the applicable tables of allowance in the NJROTC Supply Manual and Regulations for Citizenship Development (“**RCD**”, NSTC M-5761 series) based on the number of classrooms used for instruction and the number of students enrolled in each course.

(3) **Instructional Materials.** Subject to the availability of funds, the Navy shall provide all curricular and instructional materials and guidelines used to instruct the NJROTC curriculum.

b. **Safekeeping/Replacement of Government Furnished Property; Property Custodian.** The School District or Host School shall appoint one NJROTC Instructor as government property custodian, empowered to requisition, receive, stock, and account for government property issued to the school, and shall notify the Navy in writing of the name of such custodian.

8. **Facilities.** The Host School shall provide the DNS with dedicated and adequate classroom(s), administrative office(s), computer and office equipment - including telephone service capable of electronic data transmission - instructional supplies (other than those provided by the Navy), storage space (see. Paragraph 7.b above), drill area(s), and utilities, and shall pay for the cost and maintenance thereof.

9. **Navy Offset of Costs.** In addition to the salary reimbursement detailed in Paragraph 4.f., the Navy may provide the following offsets of Host School costs, subject to availability of funds:

a. **Direct Costs.** The Navy may make a single payment to each Host School each school year to defray costs of supplies and materials incurred by the Host School in direct support of the NJROTC program. Disbursement is subject to availability of funds, and at the Navy’s discretion, payment may be made in full or in part. Any funds disbursed by the Navy shall be only for items identified as “direct costs” in the NJROTC Supply Manual.

b. **Uniform Maintenance Costs.** The Navy may reimburse the cost of cadet uniform maintenance (alterations and annual cleaning for storage).

c. **Travel and Transportation Costs.** The Navy may reimburse the School District for authorization travel and transportation expenses of cadets and NJROTC Instructors incurred in support of the NJROTC program, at rates prescribed by, and within limitations established by, the Navy.

10. **Audit/Inspection; Access.** The Navy reserves the right to, and shall from time to time, conduct Unit inspections. In addition, the Navy may audit at any time use of all Government Furnished Property and funds, including cost and travel reimbursements, provided to the School District and Host School. The School District and Host School shall cooperate with, and grant access to, Navy and Federal Government personnel to facilitate such inspections and audits.

11. **Unit Failure to Meet Navy Standards.**

a. **Evaluation or Probation.** When the Navy determines that an NJROTC Unit does not meet the standards specified in NJROTC Regulations for reasons other than low enrollment, it shall decide at its sole discretion, to place the Unit in either an evaluation or a probation status and shall notify the School District accordingly. If the Unit has been placed in an evaluation status and the deficiencies cited for such status are not corrected within the period of time specified by the Navy, the Navy may place the Unit on probation. If the Unit fails to correct the identified problems within the probationary period, the Navy, upon approval of the Secretary of the Navy, shall disestablish the Unit at the end of such period.

b. **Probation.** Units that are in at least their third school year of operation and do not have the minimum enrollment specified in the Statute as of October 1st of that school year, will be placed on probation. No later than the end of the school year in which the Unit has been placed on probation, the Navy will evaluate the Unit’s potential to attain the minimum enrollment on or before the first day of the next school year. If this evaluation indicates that the minimum enrollment can likely be met by that date, the Unit will continue on probation pending determination of actual enrollment 90 days after the beginning of the

**ADDENDUM TO ESTABLISHMENT OF
NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS (NJROTC) UNIT**

following school year. If the minimum required enrollment is not met at that time, the Unit, upon approval of the Secretary of the Navy, will be scheduled for disestablishment no later than June 30th of that school year.

12. **Termination.** In the event of termination of this Agreement, or the disestablishment of the Host School Unit, as prescribed by the Secretary of the Navy, the School District shall return to the Navy, at Navy cost, all Government-Furnished Property and unspent direct support funds in its or the Host Schools' custody. Such property shall be returned to the Navy in good condition at the end of the last school year during which the NJROTC program was offered at that school, in accordance with procedures and guidance in existence or provided by the Navy at the time of the termination of the Agreement, or within 30 days of disestablishment of the Unit, whichever is earlier.

FOR THE SCHOOL

TYPED NAME (Last, first, MI) **and Title**

Signature

Date Signed

FOR THE MILITARY SERVICE

TYPED NAME (Last, First, MI) **and Title**

Signature

Date Signed

AGREEMENT FOR ESTABLISHMENT OF NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS UNIT(S)

This Agreement (the "**Agreement**") for the Establishment of a Navy Junior Reserve Officers Training Corps ("**NJROTC**") Unit is hereby entered into by and between SACRAMENTO UNIFIED SCHOOL DISTRICT (the "**School District**") and the Department of the Navy, acting through the Naval Service Training Command (the "**Navy**") pursuant to Title 10, United States Code, Chapter 102, Sections 2031 *et seq.* (the "**Statute**"). This Agreement shall become effective as of the date when it has been executed by authorized representatives of both parties (the "**Effective Date**").

1. **Unit Established: Status of Units.** An NJROTC unit (the "**Unit**") is hereby authorized at the following school in the School District. Each such school shall be hereinafter referred to as the "**Host School**":

LUTHER BURBANK HIGH SCHOOL

a. Each Unit may be located only at its designated Host School and cannot be moved without prior written Navy consent and modification to this Agreement. Each Host School shall establish as an integral academic and administrative department of the school a Department of Naval Science to administer the NJROTC program.

2. **Accreditation.** The School District warrants and represents that each Host School is fully accredited by the cognizant State or regional accreditation agency. Each Host School shall remain fully accredited at all times. Failure to maintain such accreditation shall be a ground for termination of the Agreement in accordance with Paragraph 12 below. The School District shall immediately notify the Navy at the address noted on Page 5 in the event that the accreditation of any Host School comes under investigation or is withdrawn or threatened with withdrawal.

3. **Unit Members: Number and Qualifications.** Each Unit shall maintain a minimum student enrollment of no less than the number mandated by the Statute, currently 100 students, or 10 percent of the number of students enrolled in the Host School, whichever is less, who are enrolled in a grade above the eighth grade. The Host School shall limit membership in the Unit to students who meet the criteria of the Statute as well as Department of Defense and Navy Instructions pertaining to NJROTC (collectively and as they may be amended from time to time the "**NJROTC Regulations**"). These criteria require that participating students:

a. Are citizens or nationals of the United States or aliens lawfully admitted to the United States for permanent residence;

b. Are physically fit;

c. Maintain acceptable standards of scholastic achievement and an academic standing that warrants at least normal progression leading to graduation;

d. Maintain acceptable standards of conduct as set forth in the NJROTC Cadet Field Manual;

e. Comply with the grooming standards set forth in the NJROTC Cadet Field Manual; and

f. Comply with any other criteria required by the Statute and NJROTC Regulations, as they may be amended from time to time.

4. **Instructors**

a. **Number.** The School District shall employ a minimum per Unit of one retired officer as the Senior Naval Science Instructor and one retired enlisted person as the Naval Science Instructor (collectively, the "**NJROTC Instructors**"). Additional NJROTC Instructors shall be employed when authorized by the Navy, in accordance with the student/instructor ratios set forth in NJROTC Regulations. The School District shall notify the Navy in accordance with Paragraph 4.g. prior to hiring any NJROTC instructor in order to ascertain whether or not that instructor is certified as required by Paragraph 4.c.

b. **District Employees.** NJROTC Instructors and such other personnel that are hired to support the NJROTC program at the Host School are employees of the School District. In no event shall the School District represent such instructors and personnel as Navy employees, agents or contractors. The School District shall include the Senior Naval Science Instructor in meetings where policies, recommendations, or decisions affecting the NJROTC program are made, including the employment or discharge of Naval Science Instructors.

AGREEMENT FOR ESTABLISHMENT OF NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS UNIT(S) (Cont)

c. Certification. NJROTC Instructors must be certified by NSTC to administer the NJROTC program and teach the Naval Science curriculum. The Navy has the right to decertify NJROTC Instructors on the grounds set forth in NJROTC Regulations.

d. Contract. The School District shall enter into a written contract with each NJROTC instructor that stipulates the duration of employment, including identification of the specific periods during which each of the NJROTC Instructors will be performing duties in direct support of the NJROTC program, and the amount of salary each instructor will receive. Employment contracts for NJROTC Instructors shall provide for a minimum of 300 employment days (10 months) and a maximum of 360 employment days (12 months) per year computed as thirty (30) days per month. For reimbursement purposes (See Paragraph 4.f below), one month equals 30 days, including Saturdays, Sundays, and holidays. The School District shall modify the contracts of NJROTC Instructors to reflect changes in minimum pay required by NJROTC Regulations.

e. Duties. The School District shall assign NJROTC Instructors only those duties connected with the instruction, operation, and administration of the NJROTC program. The School District shall contract separately with the individual NJROTC Instructor for any additional duties desired beyond those specifically related to the NJROTC program, which shall be at no cost to the Navy. Such additional services shall not be performed within the scope of NJROTC duties, or during normal school hours. This requirement does not preclude NJROTC Instructors from serving on routine committees or performing curricular or extracurricular duties normally performed by and rotated among other faculty members.

f. Salary. The Navy shall reimburse the School District as set forth in this Paragraph for a portion of the salary of each authorized NJROTC Instructor employed by the School District. The Navy's responsibility to reimburse the School District for Instructor pay is limited to the period of employment specified on the JROTC Instructor Annual Certification of Pay and Data Form (DD2767) regardless of the School District pay distribution schedule. The School District shall ensure that the compensation of each NJROTC Instructor is at the level, if any specified in NJROTC/Department of Defense Regulations and the Statute as computed by the Navy. The foregoing should not be considered an attempt to cap or limit the amount of pay that may be agreed upon between the individual NJROTC Instructors and the School District. The School District may pay the NJROTC Instructor more than any amount specified in the applicable law or regulations, but shall do so without any additional entitlement for reimbursement from the Navy or the Department of Defense.

g. Notification of Instructor Changes, Investigations or Disciplinary Actions. The School District shall inform the Navy, in writing within 14 calendar days, of the effective date of any of the following: (1) changes to the employment status of any of the Instructors such as termination of current or the hiring of new NJROTC instructors. (2) any disciplinary action or incident requiring school/law enforcement investigation regarding NJROTC Instructors.

5. Curriculum: Academic Credit

a. Prescription. Each Host School shall establish a 3 or 4-year naval science curriculum consisting of at least the number of minutes of instruction per naval science course (presently, 7,200 minutes) prescribed in NJROTC Regulations and using all instructional materials and guidelines provided by the Navy pursuant to Paragraph 7.a.(3). The School District and Host School shall maintain all standards of instruction and administration for the NJROTC program prescribed by the Navy in the NJROTC Regulations.

b. Academic Credit. The School District shall grant students who participate in, and successfully complete, NJROTC naval science courses appropriate academic credit toward graduation requirements.

6. Uniforms. Students enrolled in the NJROTC program shall wear the prescribed uniform when directed to do so by any of the NJROTC Instructors. The NJROTC Instructors will wear the appropriate military uniform prescribed by the applicable service regulations while participating in the NJROTC program.

7. Navy-Furnished Property

a. The Navy shall provide the following property (collectively, "**Government-Furnished Property**") for exclusive use in the NJROTC program and shall pay transportation charges, including packaging and handling, for shipment of Government-Furnished Property to and from the Host School:

AGREEMENT FOR ESTABLISHMENT OF NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS UNIT(S) (Cont)

(1) Uniforms. The Navy shall issue, at its expense, uniforms for enrolled cadets in the NJROTC program in accordance with the supply manual issued by the Navy (the "NJROTC Supply Manual").

(2) Government Furnished Equipment. The Navy shall provide the Host School with Government-furnished equipment needed to administer the NJROTC curriculum. The amount and type of equipment provided is subject to the availability of funds and will be allocated to each Unit in accordance with the applicable tables of allowance in the NJROTC Supply Manual based on the number of classrooms used for instruction and the number of students enrolled in each course.

(3) Instructional Materials. The Navy shall provide all curricular and instructional materials and guidelines used to instruct the NJROTC curriculum.

b. Safekeeping/Replacement of Government Furnished Property; Property Custodian. The Host School shall provide secure and adequate storage areas for the protection and security of Government Furnished Property and comply with the NJROTC Supply Manual and all applicable regulations relating to the issue, care, use, safekeeping, turn-in, and accounting for such property. School District shall promptly replace, or repair at its cost and to the satisfaction of the Navy any such item that is lost or sustains damage directly or indirectly attributable to the conduct of the School District or Host School. The School District or Host School shall appoint one of the NJROTC Instructors as the military property custodian empowered to requisition, receive, stock, and account for government property issued to the school and shall notify the Navy in writing of the name of such custodian.

c. Bond/Insurance. The School District shall furnish to the Navy a bond or insurance policy from a financial institution satisfactory to the Navy in an amount equal to the replacement value of Government-furnished Property. The School District shall ensure that the bond or insurance remains in effect for the requisite amount at all times during the term of this Agreement and, thereafter, so long as any Government-Furnished Property remains in the School District's custody. If the School District elects to provide an insurance policy, it shall name the United States as an additional insured and provide a certificate to that effect to the Navy.

8. Facilities. The Host School shall provide the Department of Naval Science with dedicated and adequate classroom(s), administrative office(s), office equipment, including telephone service capable of electronic data transmission, instructional supplies (other than those provided by the Navy), storage space (see. Paragraph 7.b above), drill area, and utilities, and shall pay for the cost and maintenance thereof.

9. Navy Offset of Costs. In addition to the salary reimbursement in Paragraph 4.f., the Navy may provide the following offsets of Host School costs, subject to availability of funds:

a. Direct Costs. The Navy may make a single payment to each Host School each school year to defray costs of supplies and materials incurred by the Host School in direct support of the NJROTC program. Disbursement is subject to availability of funds and, at the Navy's discretion, payment may be full or partial. Any funds disbursed by the Navy shall be only for items identified as "direct costs" in the NJROTC Supply Manual.

b. Uniform Maintenance Costs. The Navy may reimburse the cost of cadet uniform maintenance (alterations and annual cleaning for storage).

c. Travel and Transportation Costs. The Navy may reimburse the School District for authorized travel and transportation expenses of cadets and NJROTC Instructors incurred in support of the NJROTC program, at rates prescribed by, and within limitations established by, the Navy.

10. Audit/Inspection: Access. The Navy reserves the right to, and shall from time to time, conduct Unit inspections. In addition, the Navy may audit at any time use of all Government Furnished Property and funds, including cost and travel reimbursements, provided to the School District and Host School. The School District and Host School shall cooperate with, and grant access to, Navy and Federal Government personnel to facilitate such inspections and audits.

AGREEMENT FOR ESTABLISHMENT OF NAVY JUNIOR RESERVE OFFICERS TRAINING CORPS UNIT(S) (Cont)

11. Unit Failure to Meet Navy Standards

a. Evaluation or Probation. When the Navy determines that an NJROTC Unit does not meet the standards specified in NJROTC Regulations for reasons other than low enrollment, it shall decide in its sole discretion to place the Unit in either an evaluation or a probation status and shall notify the School District accordingly. If the Unit has been placed in an evaluation status and the deficiencies cited for such status are not corrected within the period of time specified by the Navy, the Navy may place the Unit on probation. If the Unit fails to correct the identified problems within the probationary period the Navy, upon the approval of the Secretary of the Navy, shall disestablish the Unit at the end of such period.

b. Probation. Units that are in at least their third school year of operation and do not have the minimum enrollment specified in the Statute as of October 1st of that school year, will be placed on probation. No later than the end of the school year in which the Unit has been placed on probation the Navy will evaluate the Unit's potential to attain the minimum enrollment on or before the first day of the next school year. If this evaluation indicates that the minimum enrollment can likely be met by that date, the Unit will be continued on probation pending determination of actual enrollment 90 days after the beginning of the following school year. If the minimum required enrollment is not met at that time, the Unit, upon approval of the Secretary of the Navy, will be scheduled for disestablishment no later than June 30th of that school year.

12. Termination. This Agreement may be terminated: (a) at any time, by the mutual consent and agreement of both parties; (b) by either party upon giving the other one year's written notice of such intent to terminate; or (c) by the Navy with less than one year's notice if the legal authority for the NJROTC program is repealed, amended, or significantly modified, in which event, the Navy shall give participating schools as much notice as is possible within the circumstances. In no event shall termination of this Agreement become effective before the end of a current academic year without the mutual consent of the parties. In the event of mutual or unilateral termination of this Agreement, or in the event of disestablishment as prescribed by the Secretary of the Navy, the School District shall return to the Navy at Navy cost all U.S. Government-Furnished Property in its or the Host Schools' custody. Such property shall be returned to the Navy in good condition at the end of the last school year during which the NJROTC program was offered at that school in accordance with procedures and guidance in existence or provided by the Navy at the time of the termination of the Agreement or disestablishment of the Unit, whichever is earlier.

13. General Provisions

a. Construction/Governing Authority. This Agreement is governed by, and shall be construed under, Federal law.

b. Modification or Amendment of Agreement. No amendment or modification of this Agreement shall be effective unless it is in a writing signed by authorized representatives of both parties.

c. No Waiver. Unless expressly stated in a writing signed by the Navy, the waiver by the Navy of any act, duty, or obligation required of the School District or Host School hereunder shall not be construed as a waiver of any other, or of any future, act, duty, or obligation to be performed by the School District or Host School.

d. No Assignment. This Agreement may not be assigned by the School District.

e. Entire Agreement. This Agreement represents the entire agreement of the parties concerning the matters addressed herein and supersedes any prior agreements, understandings, or representations.

f. Anti-Deficiency Act. Nothing in this Agreement will be construed as obligating the Navy, their officers, employees, or agents to expend any funds in excess of appropriations authorized for such purposes in violation of the federal Anti-Deficiency Act (31 U.S.C. Section 1341).

g. Representative Authority. Each undersigned representative of the parties to this Agreement certifies she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute the same so as to effectively bind each party to its terms.


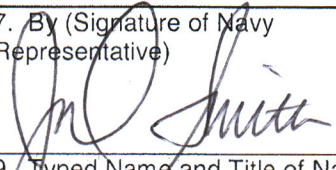
h. Execution. This Agreement shall become effective on the date the last of the authorized representative of the parties signs. This Agreement may be signed in counterparts.

**AGREEMENT FOR ESTABLISHMENT OF NAVY JUNIOR RESERVE OFFICERS TRAINING
CORPS UNIT(S) (Cont)**

i. No Discrimination. The School District shall adhere to a policy of non-discrimination against students or instructors based on race, ethnicity, religion, national origin, gender or any other category prohibited by law.

j. Notice. Unless otherwise stated herein, notices under this Agreement shall be effective upon receipt, must be in writing, and must be served by certified, U.S. mail, return receipt requested, addressed to the parties at the address noted below.

WHEREFORE, the parties enter into this Agreement as of the Effective Date.

1. Name of School District SACRAMENTO UNIFIED SCHOOL DISTRICT 5735 47TH AVE SACRAMENTO CA 95824		3. UNITED STATES OF AMERICA DEPARTMENT OF THE NAVY NAVAL SERVICE TRAINING COMMAND NAVY JUNIOR ROTC PROGRAM 250 DALLAS STREET STE A PENSACOLA FL 32508-5268	
2. Mailing Address of Host School LUTHER BURBANK HIGH SCHOOL 3500 FLORIN ROAD SACRAMENTO CA 95823			
4. By (Signature of School District official) 	5. Date 2/12/14	7. By (Signature of Navy Representative) 	8. Date 5/15/14
6. Typed Name and Title of School District Official Ken A. Forrest Chief Business Officer		9. Typed Name and Title of Navy Representative J. D. SMITH, Ph.D. NROTC PROGRAM DIRECTOR	

CHANGE ORDER FORM

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

CHANGE ORDER NO.:

001

CHANGE ORDER

Contingency Reconciliation

Project: CK McClatchy Tele-Center Upgrade Project
Bid No.: 0510-464

Date: 13 Dec. 2024
DSA File No.: NA
DSA Appl. No.: NA

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

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

Contractor: Bockmon & Woody Electric Co.
1528 El Pinal Dr., Stockton, CA. 95205

Designer Engineer: : KMM Services,
Inc.
5433 El Camino Ave., Suite 5, Carmichael,
CA. 95608

Project Inspector: NA

Reference	Description	Cost	Days Ext.
AED #01	-	\$0	NA
Request By:	-		
Performed By:	-		
Reason:	-		
Contract time will be adjusted as follows:		Original Allowance Amount:	\$143,190.00
Previous Completion Date: <u>29 Feb. 2024</u>		Amount of Allowance Used:	\$0.00
<u>0</u> Calendar Days Extension (zero unless otherwise indicated)		Allowance Remaining Reconciled to Contract	(\$143,190.00)
Current Completion Date: <u>29 Feb. 2024</u>		Original Contract Amount:	\$1,575,090.00
		New Contract Amount:	\$1,431,900.00

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which

Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

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

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

Signatures:

District: Chief Business and Operations Officer

Contractor: CEO

1/9/2025

Janea Marking

Date

Nick Woody

Date

END OF DOCUMENT

CHANGE ORDER FORM

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

CHANGE ORDER NO.:

001

CHANGE ORDER

Contingency Reconciliation

Project: Leonardo Da Vinci Tele-Center Upgrade Project
Bid No.: 0151-464

Date: 9 Jan 2025
DSA File No.: NA
DSA Appl. No.: NA

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

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

Contractor: Bockmon & Woody Electric Co.
1528 El Pinal Dr., Stockton, CA. 95205

Designer Engineer: LP Consulting Engineers, Inc.
1209 Pleasant Grove Blvd, Roseville, CA
95678

Project Inspector: NA

Reference	Description	Cost	Days Ext.
AED #01 Request By: Performed By: Reason:	- Provide eight (8) NIC.L4850EBM2U battery packs to 7 IDF's and 1 MDF - District - B&W - Errors & Omissions	\$38,018.15	NA
Contract time will be adjusted as follows:		Original Allowance Amount:	\$79,515.00
Previous Completion Date: <u>22 Mar. 2024</u>		Amount of Allowance Used:	\$38,018.15
<u>0</u> Calendar Days Extension (zero unless otherwise indicated)		Allowance Remaining Reconciled to Contract	(\$41,496.85)
Current Completion Date: <u>22 Mar. 2024</u>		Original Contract Amount:	\$874,665.00
		New Contract Amount:	\$833,168.15

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which

**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT**

**CHANGE ORDER FORM
DOCUMENT 00 63 63-1**

Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

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

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

Signatures:

District: Chief Business and Operations Officer

Contractor: CEO

1/9/2025

Janea Marking

Date

Nick Woody

Date

END OF DOCUMENT

ALLOWANCE EXPENDITURE DIRECTIVE

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

Bockmon & Woody Electric Co, Inc.
1528 El Pinal Drive,
Stockton, CA 95205

ALLOWANCE
EXPENDITURE
DIRECTIVE NO.:

001

Project: Leonardo Da Vinci Tele-Center Upgrade Project

Date: 30 Sep. 2024

DSA File No.: NA

Bid No.: 0151-464

DSA Appl. No.: NA

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

Reference	Description	Allowance Authorized for Expenditure
Request for PCO #01 Requested by: Performed by: Reason:	Provide eight (8) NIC.L4850EBM2U battery packs to 7 IDF's and 1 MDF District Bockmon & Woody Errors & Omissions	\$ 38,018.15
Total Contract Allowance Amount:		\$79,515.00
Amount of Previously Approved Allowance Expenditure Directive(s):		\$0
Amount of this Allowance Expenditure Directive:		\$38,018.15

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

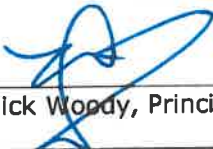
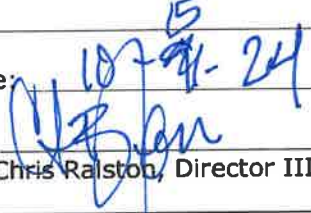
This Allowance Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized allowance expenditure granted herein represents a full accord and satisfaction for any and all cost impacts of the items herein, and Contractor waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

**SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT**

**ALLOWANCE EXPENDITURE DIRECTIVE
DOCUMENT 00 63 40-1**

Signatures:

CONTRACTOR: <u>Bockmon & Woody Electric Co., Inc.</u> Date: <u>30 Sep. 2024</u> By:  Nick Woody, Principal Owner	CONSTRUCTION MANAGER: <u>Brailsford & Dunlavey Inc.</u> Date: <u>30 Sep. 2024</u> By:  Samer N. Nassar, Project Manager
SCUSD MANAGER III, FACILITIES PM: Date: _____ By: _____ Anthony Lea, Project Manager	SCUSD DIRECTOR III FACILITIES MGMT: Date: <u>10-15-24</u> By:  Chris Ralston, Director III

END OF DOCUMENT

PROPOSED CHANGE ORDER FORM

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

PCO NO.

001

Project: SCUSDE. Leonardo Da
Vinci TCU
Bid No.: 0151-464
RFI #: 11

Date: 9-25-24**DSA File No.:** N/A**DSA Appl. No.:** N/A

Contractor hereby submits for District's review and evaluation this Proposed Change Order ("PCO"), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor's PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District's discretion, support some or all of the PCO, shall result in a rejected PCO.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(h)	<u>Material</u> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)	NA	NA
(i)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)	"	"
(j)	<u>Add Equipment</u> (attach suppliers' invoice)	"	"
(k)	<u>Subtotal</u>	"	"
(l)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)	"	"
(m)	<u>Subtotal</u>	"	"
(n)	<u>Add General Conditions</u> (if Time is Compensable) (attach supporting documentation)	"	"
(o)	<u>Subtotal</u>	"	"
(p)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (h)	"	"
(q)	<u>Subtotal</u>	"	"
(r)	<u>TOTAL</u>	"	"
(s)	<u>Time</u> (zero unless indicated; "TBD" not permitted)	<u>Calendar Days</u>	

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

	<u>WORK PERFORMED BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(t)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)	NA	
(u)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)	NA	
(v)	<u>Add Equipment</u> (attach suppliers' invoice)	\$38,018.15	
(w)	<u>Add General Conditions</u> (if Time is Compensable) (attach supporting documentation)	NA	
(x)	<u>Subtotal</u>	\$38,018.15	
(y)	<u>Add Overhead and Profit for Contractor</u> , not to exceed fifteen percent (15%) of Item (e)	NA	
(z)	<u>Subtotal</u>		
(aa)	<u>TOTAL</u>	\$38,018.15	
(bb)	<u>Time</u> (zero unless indicated; "TBD" not permitted)	<u>0</u> Calendar Days	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Contractor: Bockmon Woody Electric

Mason Russell

[Name]

9-25-24

Date

END OF DOCUMENT

Leonardo di Vinci K-8 — 2023-364J

4701 Joaquin Way, Sacramento, CA 95822

Report generated by Mason Russell (Bockmon & Woody)



RFI #B&W-0008 — RFI11_R2_UPS Issue

Creator	Mason Russell (Bockmon & Woody)	Status	Open
Assignee	Gia Coleman (Bockmon & Woody)	Due date	09/22/2024
Reviewers	Daniel Moreno (Bockmon & Woody)	Reference number	011
Impact	Cost & Schedule	Impact notes	LDVRFI011
Links	—		

Question

Asked by	Mason Russell (Bockmon & Woody)	Asked on	09/18/2024
Question	In conclusion of troubleshooting the power supply alarm issues at Leonardo Da Vinci our team has identified the issue and solution. The specified power supply (See submittal 272100-00 Data Com Network Equipment-LDV LPCEresp_NET_11.7.2023 pg.100-101)requires a battery pack to provide extended runtime for the load capacity assigned to the power supply. We experienced this at two additional sites associated with the SCUSD Telecom projects and KMM has N1C.L4850EBM2U .		
Suggestion	Bockmon Woody suggest installation of the N1C.L4850EBM2U at Leonardo Da Vinci in all (7) IDF and (1) MDF. *additional means required in (1) classroom due to size of IDF enclosure.*shelf* Schedule Impact: 2 days ROM: \$35k This material is already purchased and can be installed asap.		
Attachments	—		

Answer

Answered by	—	Answered on	—
Answer	—		
Attachments	—		

LP Response:

Confirmed proposed solution is Approved.

Thank you,
Lisa Johnson
2024-09-25



QUOTATION

Date: 09/17/2024
Quote #: Q00CYM9C
Customer: 494681

Anixter Inc. (a WESCO Company)
Send Purchase Orders to Anixter Inc.
2301 Patriot Blvd. Glenview, IL 60026

Customer

BOCKMON AND WOODY/#2023364J
PO BOX 1018
STOCKTON, CA 95201
Russel Shuman
Phone: 209-464-4878
Fax: --
Email: russel@bockmonwoody.com

SCUSD Leonardo Da Vinci

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
1	8	Non-Stock Non-Cancelable/Non-Returnable N1 CRITICA N1C.L4850EBM2U N1C 48V 50AH LIFEPO4 LITHIUM BATTER MODULE 2U -- N1C.L4850EBM2U 48VDC/50AH LED DISPLAY: BATTERY STATUS, BATTERY LEVEL, BATTERY FAULT, ALARMS N1C LR SERIES 48VDC 50AH 2U LITHIUM-ION EBM INCLUDED: BATTERY TO BATTERY CABLES, LIGHT DUTY 4-POST RAIL KIT DIMENSIONS (WXDXH): 17.2 IN X 24.8 IN X 3.5 IN	EA	4359.88	34,879.04

Quote Total: 34,879.04

Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon terms from such products being available for delivery or pick-up

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE TERMS AND CONDITIONS OF SALE PUBLISHED AT WWW.ANIXTER.COM/TERMSANDCONDITIONS ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

Bockmon & Woody

ELECTRIC CO., INC.

1528 El Pinal Drive • P.O. Box 1018 • Stockton, CA 95201-1018
PHONE: (209) 464-4878 • FAX: (209) 464-2615
CA Lic. No. C10-588308 • DIR No. 1000002789

PROJECT: 0

B&W PCO:

0

MATERIAL COST SUMMARY

<u>MATERIALS</u>	<u>NO. OF UNITS</u>		<u>UNIT COST</u>	<u>COST</u>
DATABASE MATERIAL	1	Lot	\$0.00	\$0.00
SUPPLIERS QUOTES	1	Lot	\$34,879.04	\$34,879.04
PRINTING COSTS	1	Lot	\$0.00	\$0.00
SUB TOTAL				\$34,879.04

MATERIAL FACTORS

CONSUMABLES (MISC MATERIALS)	0.00%	\$0.00
MATERIAL MARKUP	0.00%	\$0.00
SUBTOTAL		\$34,879.04

FREIGHT

FREIGHT	FLAT RATE	\$0.00
SPECIAL EXPEDITING	FLAT RATE	\$0.00
MARKUP	15.00%	\$0.00
SALES TAX	9.00%	\$3,139.11
TOTAL MATERIAL COSTS INCL TAX		\$38,018.15

CHANGE ORDER FORM

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

CHANGE ORDER NO.:

001

CHANGE ORDER

Contingency Reconciliation

Project: Hiram Johnson Tele-Center Upgrade Project
Bid No.: 0520-464

Date: 13 Dec. 2024
DSA File No.: NA
DSA Appl. No.: NA

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

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

Contractor: Bockmon & Woody Electric Co.
1528 El Pinal Dr., Stockton, CA. 95205

Designer Engineer: : KMM Services,
Inc.
5433 El Camino Ave., Suite 5, Carmichael,
CA. 95608

Project Inspector: NA

Reference	Description	Cost	Days Ext.
AED #01	-	\$0	NA
Request By:	-		
Performed By:	-		
Reason:	-		
Contract time will be adjusted as follows:		Original Allowance Amount:	\$128,425.00
Previous Completion Date: <u>15 Mar. 2024</u>		Amount of Allowance Used:	\$0.00
<u>0</u> Calendar Days Extension (zero unless otherwise indicated)		Allowance Remaining Reconciled to Contract	(\$128,425.00)
Current Completion Date: <u>15 Mar. 2024</u>		Original Contract Amount:	\$1,412,675.00
		New Contract Amount:	\$1,284,250.00

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which

Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

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

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

Signatures:

District: Chief Business and Operations Officer

Contractor: CEO

1/9/2025

Janea Marking

Date

Nick Woody

Date

END OF DOCUMENT



**AMENDMENT NO. 1 TO AGREEMENT FOR
ARCHITECTURAL SERVICES**

This Amendment to the Agreement for Architectural Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Nacht & Lewis ("Architect") (collectively the "Parties"):

Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on October 5, 2023.

1. **Approval of this Amendment:** This Amendment shall be subject to the approval of the District's Board of Education ("Board"). Upon approval by the Board, the effective date of this Amendment shall be February 6, 2025;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Architect staffing on the Project from October 2023 to October 2025;
3. **Fee and Method of Payment:** The District shall continue to pay Architect for the current services and will now pay for the added services from and after February 6, 2025, on a fee basis up to a maximum of \$5,388,000.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change: basis for change order

Construction Cost Budget Reconciliation for the Fern Bacon MS Modernization and New Construction project

Description of funding changes to contract:

Original contract amount	\$3,780,000.00
Previous change orders through change order #-	\$0.00
Contract amount prior to this change order	\$3,780,000.00
Amount of this change order.....	\$1,608,000.00

NEW CONTRACT AMOUNT.....\$5,388,000.00

Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Architect Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Agreement for Architect Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

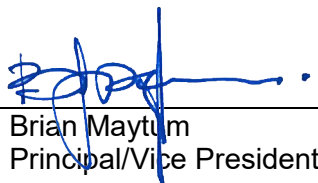
ACCEPTED AND AGREED on the date indicated below:

DATE: February 6, 2025

**Sacramento City Unified School
District**

Nacht & Lewis

Janea Marking
Chief Business and Operations Officer



Brian Maytum
Principal/Vice President

**CONSTRUCTION™**Date Submitted: 1/15/2025
XL Project No: 4852**Potential Change Order Summary - PRECON PCO#01****Project Name:** SCUSD Ethel Phillips Modernization**Description:** Timberquest Classroom J1 and J2 Materials Deposit**Funding Source:** Owner Amendment

Trade Reference	Description of Changed Work	Cost Totals
Timberquest Modular Classroom Buildings	Materials deposit to procure long lead materials for Timberquest Classrooms J1 and J2. Clarifications: 1) Mass Timber materials deposit for Building's J1 and J2 through Timberquest Vendor. 2) Deposit is based on materials identified in Design Documents dated 10/16/24, and adjustments to quantities can be made within finalized pricing for DSA Approved Construction Documents. 3) Deposit does not guarantee schedule compliance. A) Preliminary construction schedule included a Timberquest Completion date of 9/26/25, based on DSA Approval by 12/31/24. However, DSA Approval is now anticipated on 1/31/25, which has shifted the construction timeline by 4-weeks. This timeline will be finalized by XL in the TBR. B) Timberquest product timelines are driven by 3rd party suppliers and manufacturers. Furthermore, Timberquest is not currently under contract with XL Construction for confirmed delivery and construction timelines. XL wishes to communicate these risk factors to SCUSD as non-guarantees of project schedule compliance. 4) Deposit is non-refundable.	\$796,417.00

Subtotal Cost	\$796,417.00
SDI Insurance 1.25%	\$9,955.21
Fee: 2.8%, Bond: 79%, Insurance: 1.77%	\$42,687.95
TOTAL REQUEST(Contract Increase)	\$849,060.16

CALENDAR DAY EXTENSION	N/A
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Funding Distribution

CONTRACT INCREASE	\$849,060.16
OWNER CONTINGENCY	\$0.00
CONSTRUCTION CONTINGENCY	\$0.00

Notes/Comments:

- 1) Authorization of this PCO for Changes to the Total Base Rent constitutes "Construction Change Directive" per section 15.05 of the Facilities Lease.
- 2) Authorization of this PCO for draws against Contingencies and Allowances included in the Total Base Rent constitutes "written approval" of Contingency and Allowance usage per paragraphs 4.4.2.4 of the Facilities Lease.

Authorized By: _____

Date: _____



Jan 11, 2025

XL Construction
Attn: Scott Enos Via Email
Re: TimberQuest Deposit
 Ethel Phillips

Dear Scott:

We are excited to be working with you on the above project. This project is based on the TimberQuest DSA PC 01-120862. We are excited to be your partner in delivering this critical project.

The TimberQuest scope includes the two new classroom buildings. See attached for general inclusions and exclusions as well as initial budget. Note that the initial budget is based on the progress set dated 10.16.24, and includes the extended overhang. This budget has not been updated to reflect the DSA submission.

The TimberQuest buildings have significant prefabricated scope that is done in advance of the onsite construction. In order to support the schedule, we ask for a deposit for the prefabrication scope. This allows us to obtain a production slot for the mass timber elements. Note that this deposit is not refundable.

We ask that XL confirm that the contract with the owner does not contain provisions that do not allow billing for a deposit, stored materials or work in progress.

Scope:

TimberQuest Deposit (15%)	\$796,417
Total Proposal Amount	\$796,417

Please sign and return a fully executed copy of this proposal if you would like TimberQuest to proceed with this work. If you have any questions, please don't hesitate to call.

Sincerely,
TimberQuest, LLC

Approved By: _____

Matt Larson

Date: _____

TIMBERQUEST BUILDING BUDGET SUMMARY

Project Name: **Ethel Phillips**
 Project Address: **2930 21st Ave, Sacramento, CA 95820**
 Estimator: **Matt Larson/Scott Czaplewski**

Updated: 01/11/2025

DESCRIPTION	BLDG AREA	# of Bays	COST/SF	TOTAL
Building J2	2,982 SF	6	\$ 730.00	\$ 2,176,860
Building J1	4,478 SF	9	\$ 730.00	\$ 3,268,940
TOTAL SF =	7,460 SF		AVG COST/SF = \$ 730.00	
TOTAL TimberQuest Building Budget				\$ 5,445,800

Add Alternates (Not in Estimate Above):

1) Roof Screens	\$ 147,454
2) Premium Upgrade - Standing Seam Roof in lieu of TPO	TBD
3) Solar & Battery Energy Storage System	\$ 96,428
Total of Add Alternates	\$ 243,881

Project Scope NOT provided by TimberQuest

1. All Sitework including: Site demolition and grading the site, grading the building pads, all site utilities including power, gas, sewer, storm drainage, domestic and fire water, asphalt paving.
2. Landscaping, site concrete/sidewalks, fencing modifications, or play structures or amenities.
3. Hot water at classroom sinks. Cold water only is provided due to the increased electrical load and panel upsizing required for hot water at classroom sinks. Bathrooms have hot water.
4. Furniture or A/V Equipment
5. Fire Sprinkler - as it is not required per code.
6. Standard Seismic values have been included. No site specific Seismic Evaluation or considerations have been included.
7. Telecom, Security.

TimberQuest Inclusions / Exclusions

Project Name: Ethel Phillips

TQ Proj #

006

Project Address: 2930 21st Ave, Sacramento, CA 95820

Date:

1/10/2024

Inclusions / Exclusions

Elements	Incl	By Others	N/A	Notes
DESIGN				
Provide PC Drawings	X			
Site specific adaptation of PC drawings		X		
Geotechnical / Geohazard report		X		
Low voltage (AV, Teledate, Security, Clock, Paging) design		X		
Fire Alarm design		X		
Site Design		X		
DSA submission		X		
CONSTRUCTION				
Building substructure and Site Utilitiies				
Graded and certified pad with any specified soil improvements		X		
Site sidewalks / hardscape / landscape		X		
Underslab Domestic water and Sanitary waste to 5' outside the building; Includes excavation and backfill	X			
Storm water connection to downspout		X		If required; option in PC to splash to grade or to connect to Storm water
Fire Sprinkler stub to riser location, stubbed 12" AFF			X	
Domestic water to 5' from bldg		X		Note: each bldg may have multiple POC
Sanitary to 5' from bldg		X		Note: each bldg may have multiple POC
Footing and UG utility spoils offhaul		X		TQ to leave spoils at specified location onsite
Power: Connect to electrical panel (electrical panel provided by		X		Note: each bldg may have multiple panels
Fire alarm - connect to fire alarm panel in TQ building		X		If connection to other buildings / campus is required
Excavation for footings	X			

TimberQuest Inclusions / Exclusions

Project Name: Ethel Phillips

TQ Proj #

006

Project Address: 2930 21st Ave, Sacramento, CA 95820

Date:

1/10/2024

Inclusions / Exclusions

Elements	Incl	By		Notes
		Others	N/A	
Foundation and Slab - drain rock, vapor barrier, concrete, rebar,	X			
Building Superstructure				
Exterior walls, CLT, insulation, siding, flashing, paint, timber	X			
Roof, CLT, Glulam beams, sheathing, insulation, roofing,	X			
Exterior window wall and exterior doors	X			
Roof screen	X			If selected (cost alternate)
Interior finishes - drywall, paint, flooring, base, tile, ceiling tile	X			
Interior partitions; backing	X			
Interior doors	X			
Toilet accessories; FEC	X			
Casework	X			
Markerboards / chalkboards	X			
Interior Signage	X			
Knox Box		X		
Window treatments	X			
MEPS				
Fire Protection System			X	
Plumbing system	X			
HVAC system with local controls	X			
HVAC BMS / tie in to central system		X		Optional for TQ to include
High voltage electrical - Building panel and branch wiring	X			
Low voltage (AV, Teledate, Security, Clock, Paging) roughin	X			
Low voltage (AV, Teledate, Security, Clock, Paging) system		X		Optional for TQ to include
Fire alarm system	X			
PV / Battery		X		If selected (cost alternate)

TimberQuest Inclusions / Exclusions

Project Name: Ethel Phillips

TQ Proj #

006

Project Address: 2930 21st Ave, Sacramento, CA 95820

Date:

1/10/2024

Inclusions / Exclusions

Elements	By			Notes
	Incl	Others	N/A	

Special Terms & Conditions:

Cross Laminated Timber is a natural product. Checking / cracking of the wood is to be expected

Assumed General Contractor to provide typical site services - access and egress to the site, parking onsite, sanitary facilities, debris boxes, etc



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1b

Meeting Date: February 6, 2025

Subject: Approve Contracts Report >\$15,000

- ☐ 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): Goal 1 – Graduation Outcomes; Goal 2 – Academic Outcomes; Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

1. Contracts Reports > \$15,000
Bid threshold \$114,800

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business and Operations
Officer

Tina Alvarez Bevins, Contract Analyst

Approved by: Lisa Allen, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Contracts Report >\$15,000

Requisition	Vendor Name	Requisition Type	Department/School	Director/Instr. Asst. Supt.	Cabinet Member	New Contract?	Term	Description	Funding Resource	Resource Code	Amount	PRC Approved
SA24-00321	Nacht & Lewis	Service Agreement	Facilities	Chris Ralston	Janea Marking	No	10/1/24-10/31/25	Architectural services for the Fern Bacon MS Modernization and New Construction project. Orig contract amt: \$3,780,000; Increase of \$1,608,000 for Construction Cost Budget Reconciliation.	Measure H	9809	\$5,388,000.00	1/13/2025
SA25-00681	Learning Solutions	Service Agreement	Special Education	Geovanni Linares	Yvonne Wright	Yes	7/1/24-6/30/25	Classroom Aide services for students as requested by the Special Education Dept. Approved MOU on file	Special Education	6500	\$2,463,840.00	1/27/2025
SA25-00566	CA Fire Fighter	Service Agreement	Charles A Jones	Marla Clayton Joh	Yvonne Wright	Yes	7/1/24-6/30/25	Apprenticeship program for related and supplemental instruction to CA Fire Fighters	CAJ-CAL Fire Apprenticeship	9576	\$723,228.15	1/13/2025
SA24-00066	Excel Interpreting, LLC	Service Agreement	Special Education	Geovanni Linares	Yvonne Wright	No	7/1/23-6/30/24	Ratification request for an increase amount of \$8,484.98 over the original not to exceed amount of \$600,000.00 to pay invoices dated prior the term end date. Original contract amount Board approved 5/2/24.	Special Education	6500	\$608,484.98	1/13/2025
SA25-00380	Iris Taylor	Service Agreement	Special Education	Geovanni Linares	Yvonne Wright	No	9/9/24-6/30/25	Additional consultant services for the Special Education Department. Original contract amount: \$90,000. INCREASE OF \$120,000	Special Education	6500	\$210,000.00	1/27/2025
SA25-00567	Coast 2 Coast Coaching	Service Agreement	Bowling Green	Enrique Flores	Yvonne Wright	Yes	1/6/25-6/12/25	After school services to Bowling Green McCoy which includes providing a rotational sports program.	Expanded Learning	2600	\$98,077.50	1/13/2025
SA25-00657	Studio W Associates	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	1/10/25-8/1/29	Architectural services for the Ethel Baker ES Design-Build project	Measure H	9809	\$98,053.00	1/27/2025
SA25-00715	CSUS Bursar's Office	Service Agreement	Health Services	Jacqueline Garne	Yvonne Wright	Yes	7/1/23-6/30/26	HRTF RWF Grant, Year 2 of 3. SAC Cnty School Nurse Residency & Pathway program provides an educational pipeline for those interested in pursuing a School Nurse Credential.	High Road Training Partnership	7863	\$96,525.00	1/27/2025
SA25-00649	Phoenix Construction	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	1/16/25-11/1/26	DSA-inspector and administration services for the Bowling Green(s) Modernization project	Measure H	9809	\$79,200.00	1/13/2025
SA25-00716	Lexia Learning	Service Agreement	Curriculum & Instructio	Erin Findley	Yvonne Wright	Yes	6/1/25-6/30/27	Provide four (4) days of professional learning on LETRS for Administrators.	LCFF-15% Concentration	0006	\$70,143.75	1/27/2025
SA25-00639	Pawar Transportation	Service Agreement	Special Education	Geovanni Linares	Yvonne Wright	Yes	7/1/24-6/30/27	Final Settlement Agreement for student "LM" to be transported to attend outside school for supplemental education and remediation	Special Education	6500	\$59,040.00	1/13/2025
SA25-00640	Catapult Learning West	Service Agreement	Cristo Rey	Kelley Odipo	Mary Hardin Your	Yes	2/3/25-6/10/25	Professional development and coaching services to school staff at the Cristo Rey High School	IASA-Title I Basic Grants-Low	3010	\$54,900.00	1/13/2025
R25-03654	Sun Pacific Marketing, Inc	Purchase Order	Nutrition Services	Diana Flores	Janea Marking	Yes	7/1/24-6/30/25	Fresh mandarins to support the child nutrition program SY2024-25	Child Nutrition	5310	\$50,000.00	1/27/2025
R25-03167	Sierra Nevada Journeys	Purchase Order	Elder Creek E.S.	Enrique Flores	Yvonne Wright	Yes	5/27/25-5/30/25	6th grade science-based educational camp 2025	Learning Recovery Emergency Block Grant	7435	\$45,885.00	1/27/2025
R25-03510	Tahoe Adventure Company	Purchase Order	John Cabrillo E.S.	Enrique Flores	Yvonne Wright	Yes	5/20/25-5/23/25	Outdoor education adventure camp for John Cabrillo students (695)	Learning Recovery Emergency Block Grant	7435	\$40,160.00	1/27/2025

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Contracts Report >\$15,000

Requisition	Vendor Name	Requisition Type	Department/School	Director/Instr. Asst. Supt.	Cabinet Member	New Contract?	Term	Description	Funding Resource	Resource Code	Amount	PRC Approved
SA25-00724	1810 Gallery LLC	Service Agreement	Communications	Brian Heap	Brian Heap	Yes	1/7/24-6/30/25	Mural project at Parkway ES - Community Fair	LCFF-District wide	0011	\$39,924.90	1/27/2025
R25-03310	Follett Content Solutions, LLC	Purchase Order	Library/Textbook Servi	Erin Findley	Yvonne Wright	Yes	12/10/24-6/30/25	Elementary schools (45) library book order	Lottery Instructional Material	6300	\$39,496.48	1/13/2025
SA25-00711	Document Tracking Services	Service Agreement	Strategy & Continuous Improvement	Wayne Stagnaro	Yvonne Wright	Yes	12/1/24-1/1/25	Translating services for Hmong, Vietnamese, Chinese Cantonese and Spanish	LCFF-District wide	0011	\$35,688.75	1/27/2025
SA25-00674	Haakenson Consulting	Service Agreement	Superintendent	Lisa Allen	Lisa Allen	Yes	1/1/25-12/31/25	Professional services to the District's governing team - Board and Superintendent. Services include: training, coaching, PD and facilitation of discussions regarding SCUSD	LCFF-District wide	0011	\$35,050.00	1/27/2025
R25-03441	Brainpop LLC	Purchase Order	Multilingual Education	Olga Simms	Yvonne Wright	No	1/6/25-1/5/26	Renewal of BrainPOP curriculum and creative learning tools subscription, includes BrainPOP Spanish and French. School-wide for (11) sites.	Title III Limited English Proficient	4203	\$34,234.20	1/13/2025
SA25-00638	MCF Construction Services	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	1/7/25-4/30/25	DSA-inspector and administration services for the Transportation Bus Electrification project	Measure H	9809	\$33,880.00	1/13/2025
SA25-00652	Noble Creative Collective	Service Agreement	Attendance & Engagem	Jennifer Kretschm	Yvonne Wright	Yes	1/1/25 - 1/1/26	Ongoing graphic design support, including website updates, branding, printed collateral design and motion graphics development	Learning Comm for Sch Success	7085	\$33,000.00	1/13/2025
R25-03629	Iron Mountain, Inc.	Blanket Purchase Order	Special Education	Geovanni Linares	Yvonne Wright	Yes	7/1/24-6/30/25	Record retention storage for the Special Education department for SY2024-25	Special Education	6500	\$30,000.00	1/27/2025
SA25-00663	Coast 2 Coast Coaching	Service Agreement	Bowling Green Chacor	Enrique Flores	Yvonne Wright	Yes	1/9/25-5/23/25	After school sports program which provides foundational and community skill building through play and SEL-infused physical activities	Expanded Learning	2600	\$29,160.00	1/13/2025
R25-03326	J. & M. K. (Parents)	Blanket Purchase Order	Special Education	Geovanni Linares	Yvonne Wright	No	11/15/21-11/15/2	Reimbursement for educational services for A.K. (student) per OAH Case No. 2021080842	Special Education	6500	\$28,000.00	1/13/2025
SA25-00451	NorCal School of the Arts	Service Agreement	William Land E.S.	Ellen Carlson	Aprille Shafto	Yes	11/1/24-6/30/25	After school services to William Land ES for theater arts including dance, theatre and choir	Arts & Music in Schools	6770	\$27,000.00	1/13/2025
R25-03632	West Coast Arborist, Inc.	Purchase Order	Facilities	Chris Ralston	Janea Marking	Yes	1/15/25-6/30/25	Tree and stump removal services at Miwok M.S.	Ongoing Maintenance	8150	\$26,000.00	1/27/2025
SA25-00529	Conditions for Learning	Service Agreement	OW Erlewine	Eric Chapman	Enrique Flores	Yes	10/1/24-6/30/25	Professional development and on-site training for the OWE staff to support teachers in implementing strategies that increase academic rigro and social emotional support	IASA-Title I Basic Grants-Low; LCFF-Limited English Profi; General	3010 / 0009 / 0000	\$25,925.00	1/13/2025
SA25-00449	NorCal School of the Arts	Service Agreement	William Land E.S.	Aprille Shafto	Yvonne Wright	Yes	11/01/24-6/30/25	Eight weeks of music integration classes; one day per week for eight weeks. (15 classrooms / 120 total classes. SCUSD & SCTA VAPA MOU term is active 9/24/24-6/30/25.	Arts & Music in Schools	6770	\$25,800.00	1/13/2025
R25-03431	Apple, Inc.	Purchase Order	C.K. McClatchy H.S.	Jerad Hyden	Yvonne Wright	Yes	12/18/24-6/30/25	iPads (30) and iPad pencils (35) for student classroom use.	LCFF-Free and Reduced	0007	\$23,600.13	1/27/2025

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Contracts Report >\$15,000

Requisition	Vendor Name	Requisition Type	Department/School	Director/Instr. Asst. Supt.	Cabinet Member	New Contract?	Term	Description	Funding Resource	Resource Code	Amount	PRC Approved
R25-03386	Iron Mechanical, Inc	Purchase Order	Facilities	Chris Ralston	Janea Marking	Yes	7/25/24-6/30/25	Emergency fire hydrant repair at Sam Brannan M.S. upon Fire Inspection/Diagnosis	Ongoing Maintenance	8150	\$23,328.39	1/13/2025
R25-03314	Iron Mechanical, Inc	Purchase Order	Facilities	Chris Ralston	Janea Marking	Yes	7/25/24-6/30/25	Emergency fire hydrant repair at District Enrollment Center upon Fire Inspection/Diagnosis	Ongoing Maintenance	8150	\$21,847.09	1/13/2025
SA25-00603	Kanter & Romo Immigration Law	Service Agreement	Human Resources	Monica Garland	Cancy McArn	Yes	7/1/24-6/30/25	Legal Fees for teachers - VISA Support. Approved at 12/16/21 Board Meeting on Educator Effectiveness Block Grant (EEBG) (Pending Board Approval 1/16 of budget grant update)	Educator Effectiveness	6266	\$20,000.00	1/13/2025
SA25-00714	KMM Services	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	1/9/25-1/9/26	Construction management and admin services for the HW Harkness Telecenter project.	Measure H	9809	\$18,900.00	1/27/2025
R25-03313	Iron Mechanical, Inc	Purchase Order	Facilities	Chris Ralston	Janea Marking	Yes	7/25/24-6/30/25	Emergency fire hydrant repair at Sacramento H.S. upon Fire Inspection/Diagnosis	Ongoing Maintenance	8150	\$16,666.62	1/13/2025
SA25-00641	Kitchell CEM	Service Agreement	Facilities	Chris Ralston	Janea Marking	Yes	12/1/24-5/1/25	Construction management and admin services for the Transportation Bus Electrification project.	Measure H	9809	\$16,575.00	1/13/2025
SA25-00364	Playworks Education Energized	Service Agreement	Edward Kemble	Enrique Flores	Yvonne Wright	Yes	8/19/24-6/12/25	Four (4) days programmatic launch, training and consulting for school staff. Modeling and teaching strategies, games and systems to develop a positive education culture at recess.	LCFF-Limited English/LCFF-Free and Reduced	0009/0007	\$15,500.00	1/13/2025
R25-03327	S.B. (Parent)	Blanket Purchase Order	Special Education	Geovanni Linares	Yvonne Wright	No	2/16/24-2/15/25	Mileage reimbursement for student transportation to NPS for special education and related services per IEP	Special Education	6500	\$15,200.00	1/13/2025



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1c

Meeting Date: February 6, 2025

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): Graduation Outcomes, Academic Outcomes, and Welcoming and Safety Outcomes

Documents Attached:

1. Certificated Personnel Transactions Dated February 6, 2025
2. Classified Personnel Transactions Dated February 6, 2025

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Chief Human Resources Officer and Lead Negotiator

Approved by: Lisa Allen, Superintendent

Attachment 1: CERTIFICATED 2/6/2025

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
BIANCHI	ANGELA	B	Teacher, Middle School	MIWOK MIDDLE SCHOOL	9/30/2024	6/30/2025	EMPLOY PROB 9/30/24
CHARITY	ASHLEY	B	Teacher, Resource, Special Ed.	THE MET	1/14/2025	6/30/2025	EMPLOY PROB 1/14/25
DANA	DANIELLE	0	Teacher, Spec Ed	JOHN MORSE THERAPEUTIC	12/19/2024	6/30/2025	EMPLOY PROB 12/19/24
DOKKO	KRISTA	0	Teacher, Resource, Special Ed.	DAVID LUBIN ELEMENTARY SCHOOL	1/6/2025	6/30/2025	EMPLOY PROB 1/6/25
MAES	ELIJAH	B	Teacher, High School	ROSEMONT HIGH SCHOOL	1/7/2025	1/22/2025	EMPLOY PROB 8/13/24
PARKER	CRYSTAL	B	Teacher, Elementary	OAK RIDGE ELEMENTARY SCHOOL	1/21/2025	6/30/2025	EMPLOY PROB 1/21/25
SCHROEDER	JEANNETTE	A	Teacher, Elementary	CROCKER/RIVERSIDE ELEMENTARY	1/13/2025	6/30/2025	REEMPLOY PERM 1/13/25
VIVAS	MIGUEL	B	Teacher, Resource, Special Ed.	CESAR CHAVEZ INTERMEDIATE	12/20/2024	6/30/2025	EMPLOY PROB 12/20/24
WEISMAN	VIVIAN	B	Teacher, Elementary	HOLLYWOOD PARK ELEMENTARY	1/6/2025	6/30/2025	EMPLOY PROB 1/6/25
LEAVES							
CARAMANOFF	NICHELLE	A	Teacher, Elementary	PACIFIC ELEMENTARY SCHOOL	2/4/2025	3/18/2025	LOA (PD) 2/4-3/18/25
CARSON	ANGELLE	B	Coord. Child Devl Programs	EARLY LEARNING & CARE PROGRAMS	1/13/2025	6/30/2025	LOA (PD) FMLA/CFRA 8/1/24-8/1/25
CHAVEZ-MENDOZA	ALMA	A	Teacher, Elementary	BG CHACON ACADEMY	2/19/2025	4/27/2025	LOA (PD) 2/19-4/27/25
COLLINS	DANIELLE	0	Teacher, Elementary	FATHER K.B. KENNY - K-8	1/24/2025	6/30/2025	LOA RTN 1/24/25
COX	BETHANY	A	Teacher, Spec Ed	A. M. WINN - K-8	1/6/2025	6/30/2025	LOA RTN 1/6/2025
GOMEZ CERVANTES	KAYLIE	B	Principal,Supt Priority (Elem)	FATHER K.B. KENNY - K-8	1/17/2025	6/30/2025	LOA (PD) 2/3-3/17/25
GUTIERREZ	GLORIA	B	Teacher, Elementary	WOODBINE ELEMENTARY SCHOOL	1/28/2025	4/29/2025	LOA(PD) FMLA/CFRA 1/28-4/29/25
JAUREGUI	SUGEILI	A	School Psychologist	SPECIAL EDUCATION DEPARTMENT	1/28/2025	3/21/2025	LOA (PD) FMLA/CFRA 1/28-3/21/25
JAUREGUI	SUGEILI	A	School Psychologist	SPECIAL EDUCATION DEPARTMENT	3/22/2025	6/30/2025	LOA RTN 3/22/25
KISTNER	CHARLOTTE	C	Teacher, Elementary Spec Subj	BOWLING GREEN ELEMENTARY	2/11/2025	3/1/2025	LOA (PD) FMLA/CFRA 2/11-3/1/25
KISTNER	CHARLOTTE	C	Teacher, Elementary Spec Subj	BOWLING GREEN ELEMENTARY	1/18/2025	2/10/2025	LOA RTN 1/18/25
KOBERL	NICOLE	A	Teacher, Elementary	EDWARD KEMBLE ELEMENTARY	1/28/2025	4/29/2025	LOA (PD) FMLA/CFRA 1/28-4/29/25
KOKAYI	NAILAH	B	Clinician Psych/ Soc Wrkr	SPECIAL EDUCATION DEPARTMENT	10/29/2024	12/15/2024	LOA (PD) FMLA/CFRA 10/29-12/15/24
KOKAYI	NAILAH	B	Clinician Psych/ Soc Wrkr	SPECIAL EDUCATION DEPARTMENT	12/16/2024	6/30/2025	LOA RTN 12/16/24
MAGREEVY	PHILIP	0	Teacher, ROTC	C. K. McCLATCHY HIGH SCHOOL	10/30/2024	6/30/2025	LOA (PD) FMLA/CFRA 10/30/24-6/30/25
MEDINA	MOISES	A	Teacher, K-8	ROSA PARKS MIDDLE SCHOOL	1/4/2025	6/30/2025	LOA RTN (PD) FMLA/CFRA 9/2-1/3/25
MORGAN	JACOB	A	School Psychologist	SPECIAL EDUCATION DEPARTMENT	12/19/2024	3/31/2025	LOA AMEND (PD) FMLA/CFRA 12/19-3/31/25
MOSELY	KRISTAL	A	Teacher, Elementary	HOLLYWOOD PARK ELEMENTARY	1/1/2025	3/31/2025	LOA EXT (PD) 1/1-3/31/25
PEREZ ALVAREZ	NATALIE	A	Teacher, Elementary	BG CHACON ACADEMY	2/11/2025	4/17/2025	LOA (PD) 2/11-4/17/25
PETERSON	STEVEN	A	Teacher, Elementary	BRET HARTE ELEMENTARY SCHOOL	2/1/2025	5/1/2025	LOA (PD) 2/1-5/1/25
PRESTON	SCOTT	A	Teacher, High School	GEO WASHINGTON CARVER	12/21/2024	6/30/2025	LOA RTN 12/21/24
RIVERA	CYNTHIA	B	Teacher, Spec Ed	WASHINGTON ELEMENTARY SCHOOL	2/21/2025	5/2/2025	LOA (PD) 2/21-5/2/25
RODRIGUEZ	SYLVIA	A	Teacher, Elementary	PONY EXPRESS ELEMENTARY SCHOOL	1/21/2025	2/10/2025	LOA (PD) 1/21-2/10/25
ROLDAN	ANA	A	School Nurse	HEALTH SERVICES	2/7/2025	4/18/2025	LOA (PD) 2/7-4/18/25
SEMIANKOVICH	LIYA	A	School Nurse	HEALTH SERVICES	2/21/2025	5/21/2025	LOA (PD) 2/21-5/21/25
SIRARD	MARK	A	Teacher, K-8	LEONARDO da VINCI ELEMENTARY	12/16/2024	6/30/2025	LOA ADMIN (UNPD) 12/16/24
STANLEY	DEMETRIA	A	Teacher, Elementary	LEATAATA FLOYD ELEMENTARY	1/6/2025	6/30/2025	LOA RTN 1/6/25
STEINBERG	STEPHEN	A	Teacher, High School	ROSEMONT HIGH SCHOOL	1/20/2025	2/28/2025	LOA (PD) 1/20-2/28/25
TEPLY	LORA	A	Teacher, Elementary	HUBERT H BANCROFT ELEMENTARY	1/15/2025	6/30/2025	LOA RTN (PD) 1/15/25
THAO	MALEE	A	Teacher, Elementary	NICHOLAS ELEMENTARY SCHOOL	2/16/2025	4/11/2025	LOA (PD) FMLA/CFRA 2/16-4/11/25
TOPALA	STEFANA	B	School Nurse	HEALTH SERVICES	1/26/2025	3/10/2025	LOA (PD) FMLA/CFRA 1/26-3/10/25
VANG	BAO	A	Teacher, Elementary	ELDER CREEK ELEMENTARY SCHOOL	1/13/2025	6/30/2025	LOA RTN 1/13/25
WANG	YIYIN	A	Teacher, Elementary	WILLIAM LAND ELEMENTARY	12/27/2024	3/28/2025	LOA (PD) FMLA/CFRA 12/27/24-3/28/25
WILLIAMS	ENA	A	Teacher, K-8	A. M. WINN - K-8	12/3/2024	1/27/2025	LOA (PD) 12/3/24-1/27/25
ZOOK	BENJAMIN	A	Teacher, Elementary	ETHEL PHILLIPS ELEMENTARY	1/6/2025	1/24/2025	LOA (PD)FMLA/CFRA 1/6-24/25
SEPARATE / RESIGN / RETIRE							
BEGLEY	TIFFANY	A	Teacher, Elementary Spec Subj	CROCKER/RIVERSIDE ELEMENTARY	1/6/2025	6/30/2025	STCHG 1/6/25
CUNNINGHAM	ALAN	A	Teacher, Elementary Spec Subj	BRET HARTE ELEMENTARY SCHOOL	7/1/2024	6/12/2025	SEP/RETIRE 6/12/25
CUNNINGHAM	ALAN	A	Teacher, Elementary Spec Subj	JOHN D SLOAT BASIC ELEMENTARY	7/1/2024	6/12/2025	SEP/RETIRE 6/12/25
DUFFORDCORDOVA	REALYNN	C	Teacher, Spec Ed	ROSEMONT HIGH SCHOOL	7/1/2024	1/17/2025	SEP/RETIRE 1/17/25
MCCLENDON-JACKSON	LORETTA	A	Teacher, Elementary (TK)	SEQUOIA ELEMENTARY SCHOOL	7/1/2024	12/6/2024	SEP/TERM 12/6/24
REED	ROCHELLE	A	Teacher, K-8	ALICE BIRNEY WALDORF - K-8	7/1/2023	6/14/2024	SEP/RESIGN 6/14/24
REMETA	EMRE	A	Teacher, Elementary	CAPITAL CITY SCHOOL	7/1/2024	6/14/2025	SEP/RETIRE 6/14/25
TORALEZ	RUDY	A	Teacher, Elementary	CAPITAL CITY SCHOOL	7/1/2024	1/31/2025	SEP/TERM 1/31/25
TRANSFER							
HICKS	JERRY	A	Teacher, Elementary	CAPITAL CITY SCHOOL	10/28/2024	6/30/2025	TR 10/28/24
MCMAHON	KARA	A	Teacher, Elementary	GOLDEN EMPIRE ELEMENTARY	1/6/2025	6/30/2025	TR 1/6/25
SMITH	SHANNON	0	Teacher, Resource, Special Ed.	PACIFIC ELEMENTARY SCHOOL	1/27/2025	6/30/2025	TR 1/27/25

Attachment 2: CLASSIFIED 2/6/2025

<u>NameLast</u>	<u>NameFirst</u>	<u>JobPerm</u>	<u>JobClass</u>	<u>PrimeSite</u>	<u>BegDate</u>	<u>EndDate</u>	<u>Comment</u>
EMPLOY/ REEMPLOY							
ALDAMA	CHRISTOPHER	B	Custodian	ELDER CREEK ELEMENTARY SCHOOL	11/15/2024	6/30/2025	EMPLOY PROB 11/15/24
ARAGONA	GIANNA	B	Inst Aid, Spec Ed	JOHN CABRILLO ELEMENTARY	1/13/2025	6/30/2025	EMPLOY PROB 1/13/25
BARRERA HERNANDEZ	ARACELI	B	Custodian	C. K. McCLATCHY HIGH SCHOOL	1/8/2025	6/30/2025	EMPLOY PROB 1 1/8/24
BATTON JR	GERALD	B	Inst Aid, Spec Ed	CESAR CHAVEZ INTERMEDIATE	1/6/2025	6/30/2025	EMPLOY PROB 1/6/25
BAZA	ALEJANDRA	B	Inst Aid, Spec Ed	ISADOR COHEN ELEMENTARY SCHOOL	1/7/2025	6/30/2025	EMPLOY PROB 1/7/25
BUCHYNSKYI	VOLODYMYR	B	Engineer	FACILITIES MAINTENANCE	1/21/2025	6/30/2025	EMPLOY PROB 1/21/25
DAVEIGA	JAMIE		Food Service Assistant	NUTRITION SERVICES DEPARTMENT	1/27/2025	6/30/2025	EMPLOY PROB 1/27/25
DELGADO MONTES	IVANNIA	B	Morning Duty	MATSUYAMA ELEMENTARY SCHOOL	1/15/2025	6/30/2025	EMPLOY PROB 1/15/25
DIAZ	YENIA	B	Teacher Assistant, Bilingual	ETHEL PHILLIPS ELEMENTARY	1/15/2025	6/30/2025	EMPLOY PROB 1/15/25
DIAZ	GABRIEL	B	Inst Aid, Spec Ed	NICHOLAS ELEMENTARY SCHOOL	1/15/2025	6/30/2025	REEMPL PROB 1/15/25
FANG	LYNDA	B	Clerk II	SUSAN B. ANTHONY ELEMENTARY	1/21/2025	6/30/2025	EMPLOY PROB 1/21/25
FLORES	JORGE	B	Custodian	H.W. HARKNESS ELEMENTARY	1/6/2025	6/30/2025	EMPLOY PROB 1/6/25
FULBRIGHT	ASKARI	B	Inst Aid, Spec Ed	LUTHER BURBANK HIGH SCHOOL	1/9/2025	6/30/2025	EMPLOY PROB 1/9/24
GREGORIO	CHRISTINA	B	Walking Attendant	ALICE BIRNEY WALDORF - K-8	1/13/2025	6/30/2025	EMPLOY PROB 1/13/25
HANNEMANN	LUKAS	B	Inst Aid, Spec Ed	ABRAHAM LINCOLN ELEMENTARY	1/14/2025	6/30/2025	EMPLOY PROB 1/14/25
HARMON	DASHAY	B	Inst Aid, Spec Ed	FERN BACON MIDDLE SCHOOL	1/6/2025	6/30/2025	EMPLOY PROB 1/6/25
INMAN	BRYCE	B	Inst Aid, Spec Ed	ROSA PARKS MIDDLE SCHOOL	1/6/2025	6/30/2025	EMPLOY PROB 1/6/25
ITOGAWA	MICHELE	B	Inst Aid, Spec Ed	SUTTERVILLE ELEMENTARY SCHOOL	1/21/2025	6/30/2025	EMPLOY PROB 1/21/25
JONES-HARRIS	CYNTHIA	B	School Office Manager I	FATHER K.B. KENNY - K-8	1/13/2025	6/30/2025	EMPLOY PROB 1/13/25
LE	DIANA	B	Teacher Assistant, Bilingual	ELDER CREEK ELEMENTARY SCHOOL	1/6/2025	6/30/2025	EMPLOY PROB 1/6/25
LEWIS	CYNTHIA	B	Inst Aid, Spec Ed	MIWOK MIDDLE SCHOOL	1/6/2025	6/30/2025	EMPLOY PROB 1/6/25
LISTON	SUSANA	B	Inst Aid, Spec Ed	SAC NEW TECH EARLY COLLEGE HS	1/13/2025	6/30/2025	EMPLOY PROB 1/13/25
MARRIE	ANNA	B	Inst Aid, Spec Ed	BRET HARTE ELEMENTARY SCHOOL	1/13/2025	1/22/2025	EMPLOY PROB 1/13/25
MELCHOR	SONIA	B	IEP Desig Inst Para-Sp Ed	THE MET	12/16/2024	6/30/2025	EMPLOY PROB 12/16/24
MILLER	CAMRYN	B	Inst Aid, Spec Ed	HUBERT H BANCROFT ELEMENTARY	1/6/2025	6/30/2025	EMPLOY PROB 1/6/25
MONTOYA	YVETTE	B	Custodian	ROSEMONT HIGH SCHOOL	1/10/2025	6/30/2025	EMPLOY PROB 1/10/25
MOUA	ROCKY	B	Teacher Assistant, Bilingual	ELDER CREEK ELEMENTARY SCHOOL	1/6/2025	6/30/2025	EMPLOY PROB 1/6/25
NISHITA	ROSALYN	B	Inst Aid, Spec Ed	ROSEMONT HIGH SCHOOL	1/14/2025	6/30/2025	AMEND PROB 1/14/25
NIU	LARISSA	B	Inst Aid, Spec Ed	C. K. McCLATCHY HIGH SCHOOL	1/21/2025	6/30/2025	REEMPLOY PROB 1/21/25
ORNELAS	MELISSA		Noon Duty	PACIFIC ELEMENTARY SCHOOL	1/14/2025	6/30/2025	EMPLOY PROB 1/14/25
ORTIZ VALDEZ	EMIGDIO	B	Inst Aid, Spec Ed	JOHN F. KENNEDY HIGH SCHOOL	12/9/2024	6/30/2025	EMPLOY PROB 12/9/24
PATTERSON JR	GILFORD	B	Inst Aid, Spec Ed	MATSUYAMA ELEMENTARY SCHOOL	1/21/2025	6/30/2025	EMPLOY PROB 1/21/25
PENA LOPEZ	ERIKA	B	Inst Aid, Spec Ed	TAHOE ELEMENTARY SCHOOL	1/16/2025	6/30/2025	EMPLOY PROB 1/16/25
PIERCE	SAMANTHA	B	Inst Aid, Spec Ed	JOHN F. KENNEDY HIGH SCHOOL	1/6/2025	6/30/2025	EMPLOY PROB 1/6/25
RAHMAN	PARWEENA	B	Inst Aid, Spec Ed	JOHN CABRILLO ELEMENTARY	1/13/2025	6/30/2025	EMPLOY PROB 1/13/25
SMITH	ROSALIND	B	Inst Aid, Spec Ed	WILL C. WOOD MIDDLE SCHOOL	1/6/2025	6/30/2025	EMPLOY PROB 1/6/25
STOWERS	CARLO	B	Noon Duty	WASHINGTON ELEMENTARY SCHOOL	1/10/2025	6/30/2025	EMPLOY PROB 1/10/25
THURSTON	SCOTT	B	Walking Attendant	DAVID LUBIN ELEMENTARY SCHOOL	1/23/2025	6/30/2025	EMPLOY PROB 1/23/25
VASQUEZ SEGOVIA	LAURA	B	Inst Aid, Spec Ed	TAHOE ELEMENTARY SCHOOL	1/9/2025	6/30/2025	EMPLOY PROB 1/9/25
WINSON	DANIELLE	B	Noon Duty	MARTIN L. KING JR ELEMENTARY	1/13/2025	6/30/2025	EMPLOY PROB 1/13/25
WONG	MARILYNN	B	Inst Aid, Spec Ed	CAPITAL CITY SCHOOL	1/6/2025	6/30/2025	REEMPLY PROB 1/6/25
ZEREGA-HIGUERA	SUSANA	B	Inst Aid, Spec Ed	FATHER K.B. KENNY - K-8	1/22/2025	6/30/2025	EMPLOY PROB 1/22/25
ZIEKER	KATHERINE	B	Inst Aid, Spec Ed	ELDER CREEK ELEMENTARY SCHOOL	1/14/2025	6/30/2025	EMPLOY PROB 1/14/25
LEAVES							
ALEMAN	DAVID	A	Clerk II	HOLLYWOOD PARK ELEMENTARY	12/21/2024	6/30/2025	LOA RTN 12/21/24
ANDERSON	FREDERICKA	A	Campus Monitor	EDWARD KEMBLE ELEMENTARY	12/13/2024	6/30/2025	LOA ADMIN (PD) 12/13/24
BARNES-MCDONALD	LA RAYVIAN	A	IEP Desig Inst Para-Sp Ed	ALICE BIRNEY WALDORF - K-8	1/11/2025	1/31/2025	LOA (PD) 1/11-1/31/25
BECK	ALYSSA	B	Specialist II Mental Hlth Spec	STUDENT SUPPORT&HEALTH SRVCS	3/3/2025	6/29/2025	LOA (PD) 3/3/25-6/26/25
BROWN	KAREN	B	Bus Driver	TRANSPORTATION SERVICES	12/25/2024	12/31/2024	LOA RTN 12/25/24
BROWN	CHARMAINE	A	School Office Manager I	OAK RIDGE ELEMENTARY SCHOOL	12/28/2024	6/30/2025	LOA RTN 12/28/24
CHIANG	GULNARA	A	Inst Aid, Spec Ed	THEODORE JUDAH ELEMENTARY	1/8/2025	3/7/2025	LOA (PD) 1/8/25
GLUCKMAN	ELIZABETH	A	Inst Aid, Spec Ed	GEO WASHINGTON CARVER	1/1/2025	2/28/2025	LOA EXT (PD) 1/1/25-2/28/25
GOMEZ	EVA	A	School Office Manager I	ETHEL I. BAKER ELEMENTARY	7/1/2024	4/30/2025	LOA (PD) FMLA/CFRA 1/13-2/28/25

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
GONZALEZ	YADIRA	B	School Community Liaison	HIRAM W. JOHNSON HIGH SCHOOL	2/14/2025	3/31/2025	LOA (PD) 2/14/25-4/7/25
IQBAL	ZARINA	A	Instructional Aide	H.W. HARKNESS ELEMENTARY	2/10/2025	3/24/2025	LOA (PD) 2/10-3/24/25
IQBAL	ZARINA	A	Library Media Tech Asst	H.W. HARKNESS ELEMENTARY	2/10/2025	3/24/2025	LOA (PD) 2/10-3/24/25
JONES-PUGH	JOSEPHINE	B	Specialist II Mental Hlth Spec	STUDENT SUPPORT&HEALTH SRVCS	1/24/2025	4/29/2025	LOA (PD) FMLA/CFRA 1/24-4/29/25
KLAPHECK	MELISSA	A	Inst Aid, Spec Ed	ISADOR COHEN ELEMENTARY SCHOOL	1/6/2025	2/10/2025	LOA (PD) 1/6-2/10/25
MILLER	BOBBIE	A	Office Tchncn III	SPECIAL EDUCATION DEPARTMENT	1/15/2025	6/30/2025	LOA ADMIN (PD) 1/15/25
MILLER-LERCH	LARISSA	B	Clerk II	H.W. HARKNESS ELEMENTARY	1/10/2025	2/7/2025	LOA (PD) 1/10-2/7/25
PORTER	JESSICA	B	Noon Duty	FATHER K.B. KENNY - K-8	1/3/2025	3/13/2025	LOA (PD) 1/3-3/13/25
SAETERN	AMBER	B	Inst Aid, Spec Ed	BRET HARTE ELEMENTARY SCHOOL	1/21/2025	6/30/2025	LOA RTN 1/21/25
SILVA AGUILAR	MA DEL	A	Custodian	EARL WARREN ELEMENTARY SCHOOL	12/13/2024	2/19/2025	LOA EXT (PD) 12/13/24- 2/19/25
STOWERS	DANIEL	A	School Plant Ops Mngr I	SEQUOIA ELEMENTARY SCHOOL	1/6/2025	3/3/2025	LOA (PD) FMLA/CFRA 1/6-3/3/25
STROBLE	DESIREE	A	Noon Duty	ALICE BIRNEY WALDORF - K-8	11/23/2024	2/5/2025	LOA EXT (PD) 11/23-2/5/25
TACKETT	MALAKAI	B	Custodian	EDWARD KEMBLE ELEMENTARY	1/20/2025	1/29/2025	LOA EXT (PD) 1/20-29/25
TACKETT	MALAKAI	B	Custodian	EDWARD KEMBLE ELEMENTARY	1/30/2025	6/30/2025	LOA RTN 1/30/25
VERA	ALICIA	B	Inst Aid, Spec Ed	DAVID LUBIN ELEMENTARY SCHOOL	1/30/2025	4/10/2025	LOA (PD) 1/30-4/10/25
WATSON	TABATHA	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	1/21/2025	6/30/2025	LOA RTN 1/21/25
XIONG	XONG	B	Custodian	MARTIN L. KING JR ELEMENTARY	1/6/2025	2/28/2025	LOA (PD) 1/6-6/28/25
RE-ASSIGN/STATUS CHANGE							
ALEXANDER	MELISSA	B	Bus Driver	TRANSPORTATION SERVICES	1/6/2025	6/30/2025	STCHG 1/6/25
CANTU	LILIANA	B	Bus Driver	TRANSPORTATION SERVICES	1/6/2025	6/30/2025	STCHG 1/6/25
CROSS	MARTHA	A	Bus Attendant	TRANSPORTATION SERVICES	1/7/2025	6/30/2025	STCHG 1/7/25
DELAVAN	JOHN	A	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	1/6/2025	6/30/2025	REA/STCHG 1/6/25
HERNANDEZ CONTRERAS	MANUEL	B	Custodian	C. K. McCLATCHY HIGH SCHOOL	1/13/2025	4/30/2025	STCHG/REA 1/13/25
KIRBY	CHRISTINA	B	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	1/6/2025	4/30/2025	REA/STCHG EFF 1/6/25
MADISON	GREGORY	B	School Plant Ops Mngr I	NICHOLAS ELEMENTARY SCHOOL	12/16/2024	6/30/2025	REA 12/16/24
NEWMAN	MICHAEL	B	School Plant Ops Mngr I	ALICE BIRNEY WALDORF - K-8	12/4/2024	4/30/2025	STCHG/REA 12/4/24
PINA	TERESA	B	Morning Duty	OAK RIDGE ELEMENTARY SCHOOL	1/14/2025	6/30/2025	STCHG 1/14/25
RAMIREZ ARROYO	ROCIO	B	Van Driver	TRANSPORTATION SERVICES	1/21/2025	5/31/2025	REA/STCHG 1/21/25
RODRIGUEZ	MARIBEL	A	Bus Driver	TRANSPORTATION SERVICES	1/15/2025	1/16/2025	REA/STCHG 1/15/25
RODRIGUEZ	MARIBEL	A	Bus Driver	TRANSPORTATION SERVICES	1/17/2025	4/30/2025	STCHG 1/17/25
SHFILMAN	GALYNA	B	Inst Aid, Spec Ed	WEST CAMPUS	1/21/2025	4/30/2025	STCHG/REA 1/21/25
SEPARATE / RESIGN / RETIRE							
AMARO	JAQULYN	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	7/1/2024	1/6/2025	SEP/RESIGN EFF 1/6/25
BANKS	PAUL	B	Supervisor IV, Electrical	FACILITIES MAINTENANCE	7/1/2024	1/31/2025	SEP/RETIRE 1/31/2025
BRIESE	PATRICIA	B	Inst Aide Child Dev	EARLY LEARNING & CARE PROGRAMS	10/21/2024	1/31/2025	SEP/RESIGN AMEND 1/31/25
CHAPPELL	KRYSTAL	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	7/1/2024	1/15/2025	SEP/RES 1/15/25
CHIN	VINSON	B	Pers Tech II	HUMAN RESOURCE SERVICES	1/1/2025	1/31/2025	SEP/RESIGN1/31/25
ESTRADA	RAYMOND	B	Manager II, Employee Comp	EMPLOYEE COMPENSATION	9/13/2024	12/20/2024	SEP/TERM 12/20/24
IMHOF	KAREN	A	Inst Aid, Spec Ed	WASHINGTON ELEMENTARY SCHOOL	7/1/2024	2/21/2025	SEP/39MO RR 2/21/25
LOPEZ CORRALES	JENNY	A	Inst Aid, Spec Ed	TAHOE ELEMENTARY SCHOOL	7/1/2023	8/15/2023	SEP/RESIGN 8/15/23
MARRIE	ANNA	B	Inst Aid, Spec Ed	BRET HARTE ELEMENTARY SCHOOL	1/13/2025	1/22/2025	SEP/TERM 1/22/25
NISHIKAWA	VANESSA	A	Inst Aid, Spec Ed	BRET HARTE ELEMENTARY SCHOOL	9/1/2024	12/20/2024	SEP/RESIGN 12/20/24
RAMIREZ	URSULA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	1/13/2025	1/17/2025	SEP/TERM 1/17/25
SILVA AGUILAR	MA DEL	A	Custodian	EARL WARREN ELEMENTARY SCHOOL	2/19/2025	6/30/2025	SEP/39MO RR 2/19/25
TARKINGTON	SARAH	B	Inst Aid, Spec Ed	HOLLYWOOD PARK ELEMENTARY	9/30/2024	1/10/2025	SEP/RESIGN 1/10/25
VANG	CHERISH	B	Inst Aide Child Dev	EARLY LEARNING & CARE PROGRAMS	8/26/2024	1/31/2025	SEP/RESIGN 1/31/25
YARMOLA	PETR	A	School Plant Ops Mngr I	FATHER K.B. KENNY - K-8	7/1/2024	2/3/2025	SEP/RETIRE 2/3/25
TRANSFER							
HERNANDEZ HERNANDEZ	MIGUEL	B	Custodian	MIWOK MIDDLE SCHOOL	1/17/2025	2/28/2025	ADMIN TR 1/17/25
TATE	ROSA	A	Inst Aid, Spec Ed	CAPITAL CITY SCHOOL	1/6/2025	6/30/2025	TR 1/6/25



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1d

Meeting Date: February 6, 2025

Subject: Approval of Unauthorized Vendor Payments

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

Division: Business Services

Recommendation: Approve the attached list of vendor payments

Background/Rationale: Business Services has established a new procedure for transparency and approval of unauthorized contracts. An unauthorized contract is a vendor providing services without an approved contract and is unable to meet district minimum requirements.

Financial Considerations: See attached.

LCAP Goal(s): Goal 1 – Graduation Outcomes, Goal 2 – Academic Outcomes, and Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

1. List of unauthorized vendor payments

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Superintendent



Sacramento City Unified School District
Business Services

Unauthorized Vendor Payment Approval

The following "Unauthorized Vendors" cannot receive an approved Purchase Order (PO) due to a lack of meeting district minimum requirements. The following list of payments due are for services performed without approval. Vendors have submitted invoices and are seeking payment for amounts listed.

Board Date: 02/06/25

#	School Site/ Department	Requisition Number	Vendor ID#	Reason	Amount Due
1	CAJ Career & Ed.	SA25-00664	316999	Completed students training scheduled until 9/30/24 in absence of teacher	\$9,434.88
2	Counseling Services	SA25-00408	315767	Ceasing services, was not aware scope of work is assigned to labor partner	\$78,750.00
3	Special Education	SA25-00718	108282	Ceasing services, did not properly engage with labor partners prior to services starting.	\$1,144,162.93
4	Special Education	SA25-00717	108282	Ceasing services, did not properly engage with labor partners prior to services starting.	\$39,849.01
5	Special Education	S25-00081	116738	Ceasing services, did not properly engage with labor partners prior to services starting.	\$334,322.50
6	Special Education	SA25-00742	119646	Ceasing services, did not properly engage with labor partners prior to services starting.	\$1,485.00
7	Special Education	SA25-00744	119646	Ceasing services, did not properly engage with labor partners prior to services starting.	\$1,485.00
8	Special Education	SA25-00737	122750	Ceasing services, did not properly engage with labor partners prior to services starting.	\$548,716.50
9	Special Education	SA25-00736	122750	Ceasing services, did not properly engage with labor partners prior to services starting.	\$234,520.57
10	Special Education	SA25-00725	124021	Ceasing services, did not properly engage with labor partners prior to services starting.	\$35,046.08
11	Special Education	SA25-00750	124465	Ceasing services, did not properly engage with labor partners prior to services starting.	\$579,811.92
12	Special Education	SA25-00753	124465	Ceasing services, did not properly engage with labor partners prior to services starting.	\$269,369.32
13	Special Education	SA25-00752	124465	Ceasing services, did not properly engage with labor partners prior to services starting.	\$75,680.00
14	Special Education	SA25-00710	125900	Ceasing services, did not properly engage with labor partners prior to services starting.	\$480,897.68
15	Special Education	SA25-00713	125900	Ceasing services, did not properly engage with labor partners prior to services starting.	\$309,285.31
16	Special Education	SA25-00709	125900	Ceasing services, did not properly engage with labor partners prior to services starting.	\$168,007.89
17	Special Education	SA25-00732	128858	Ceasing services, did not properly engage with labor partners prior to services starting.	\$821,718.00
18	Special Education	SA25-00734	128858	Ceasing services, did not properly engage with labor partners prior to services starting.	\$156,732.00

#	School Site/ Department	Requisition Number	Vendor ID#	Reason	Amount Due
19	Special Education	SA25-00733	128858	Ceasing services, did not properly engage with labor partners prior to services starting.	\$489.99
20	Special Education	SA25-00735	308852	Ceasing services, did not properly engage with labor partners prior to services starting.	\$32,700.00
21	Special Education	SA25-00745	311063	Ceasing services, did not properly engage with labor partners prior to services starting.	\$134,784.31
22	Special Education	SA25-00728	312286	Ceasing services, did not properly engage with labor partners prior to services starting.	\$116,250.00
23	Special Education	SA25-00729	312286	Ceasing services, did not properly engage with labor partners prior to services starting.	\$6,952.00
24	Special Education	SA25-00727	312347	Ceasing services, did not properly engage with labor partners prior to services starting.	\$83,270.71
25	Special Education	SA25-00438	313542	Ceasing services, did not properly engage with labor partners prior to services starting.	\$200,526.15
26	Special Education	SA25-00627	313542	Ceasing services, did not properly engage with labor partners prior to services starting.	\$59,806.80
27	Special Education	SA25-00628	313542	Ceasing services, did not properly engage with labor partners prior to services starting.	\$59,806.80
28	Special Education	SA25-00685	313542	Ceasing services, did not properly engage with labor partners prior to services starting.	\$54,338.40
29	Special Education	SA25-00687	313542	Ceasing services, did not properly engage with labor partners prior to services starting.	\$48,536.13
30	Special Education	SA25-00749	314333	Ceasing services, did not properly engage with labor partners prior to services starting.	\$84,475.00
31	Special Education	SA25-00719	314473	Ceasing services, did not properly engage with labor partners prior to services starting.	\$1,680.00
32	Special Education	SA25-00722	314862	Ceasing services, did not properly engage with labor partners prior to services starting.	\$18,229.85
33	Special Education	SA25-00726	315263	Ceasing services, did not properly engage with labor partners prior to services starting.	\$74,150.44
34	Special Education	SA25-00756	315263	Ceasing services, did not properly engage with labor partners prior to services starting.	\$74,061.82
35	Special Education	SA25-00721	315901	Ceasing services, did not properly engage with labor partners prior to services starting.	\$71,915.00
36	Special Education	SA25-00754	315901	Ceasing services, did not properly engage with labor partners prior to services starting.	\$42,850.00
37	Special Education	SA25-00747	316219	Ceasing services, did not properly engage with labor partners prior to services starting.	\$67.50
38	Special Education	SA25-00757	316220	Ceasing services, did not properly engage with labor partners prior to services starting.	\$14,850.00
39	Special Education	SA25-00626	316220	Ceasing services, did not properly engage with labor partners prior to services starting.	\$6,769.00
40	Special Education	SA25-00748	316220	Ceasing services, did not properly engage with labor partners prior to services starting.	\$4,429.50
41	Special Education	SA25-00739	316339	Ceasing services, did not properly engage with labor partners prior to services starting.	\$801,700.50

#	School Site/ Department	Requisition Number	Vendor ID#	Reason	Amount Due
42	Special Education	SA25-00630	316339	Ceasing services, did not properly engage with labor partners prior to services starting.	\$749,959.50
43	Special Education	SA25-00612	316339	Ceasing services, did not properly engage with labor partners prior to services starting.	\$494,534.25
44	Special Education	SA25-00740	316339	Ceasing services, did not properly engage with labor partners prior to services starting.	\$210,383.36
45	Special Education	SA25-00631	316339	Ceasing services, did not properly engage with labor partners prior to services starting.	\$205,527.96
46	Special Education	SA25-00723	317176	Ceasing services, did not properly engage with labor partners prior to services starting.	\$34,100.20
Total Unauthorized Contracts					\$8,976,419.76



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1e

Meeting Date: February 6, 2025

Subject: Approve Minutes for the December 19, 2024 Regular Board of Education Meeting

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

Division: Superintendent's Office

Recommendation: Approve Minutes for the December 19, 2024, Regular Board of Education Meeting.

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Minutes of the December 19, 2024, Regular Board of Education Meeting

<p>Estimated Time of Presentation: N/A</p> <p>Submitted by: Lisa Allen, Superintendent</p> <p>Approved by: Lisa Allen, Superintendent</p>
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Putting
Children
First

BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

Tara Jeane (Trustee Area 1)
Jasjit Singh (Trustee Area 2)
Jose Navarro (Trustee Area 3)
April Ybarra (Trustee Area 4)
Chinua Rhodes (Trustee Area 5)
Taylor Kayatta (Trustee Area 6)
Michael Benjamin (Trustee Area 7)
Justine Chueh-Griffith, Student Member

Thursday, December 19, 2024

5:00 p.m. Closed Session

6:00 p.m. Open Session

Serna Center

Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824

MINUTES

2024/25-8

Allotted Time

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

The meeting was called to order at 5:03 p.m.

Members Present:

*Member Kayatta
Member Rhodes
Member Benjamin
Member Jeane
Member Ybarra
Member Navarro
Member Singh*

Member Absent:

Student Board Member Chueh-Griffith

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

No public comment

3.0 CLOSED SESSION

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

- 3.1 *Government Code 54956.9 - Conference with Legal Counsel:*
 - a) *Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (One Potential Case)*
 - b) *Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2024070465 & OAH Case No. 20247090463)*
- 3.2 *Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (Cancy McArn)*
- 3.3 *Government Code 54957 – Public Employee Discipline/Dismissal/Release/Complaint*
- 3.4 *Education Code 35146- The Board will hear staff recommendation on the following student expulsions from 24-25: Expulsions #12, 13, 14, and 15 2024/2025 (David Van Natten)*

4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

The meeting was called back to order at 6:15 p.m.

- 4.1 *The Pledge of Allegiance*
- 4.2 *Broadcast Statement*
- 4.3 *Stellar Student introduced by Board Member Tara Jeane*

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

-The Board approved a settlement agreement related to OAH Case No. 2024070465 and a settlement agreement related to OAH Case No. 20247090463 by a vote of 7-0.

6.0 AGENDA ADOPTION

The Board adopted the agenda unanimously.

7.0 PUBLIC COMMENT

15 minutes

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

*Jeremy Smith
Termin Knox
Lisa Stanley*

Greg Sandlund
Ryan Smith
Micah Merrill
Franschelle A. Brown
Erinn Leone
Vanessa Cudabac
Cortnie Nelson
Carrie Relles
Amanda Panton
Jeanine Rupert
Mark Henrikson

8.0 COMMUNICATIONS

8.1 Employee Organization Reports:

- *SCTA- David Fisher congratulated Member Rhodes on his re-election and the newly elected members, April Ybarra, Michael Benjamin, and Jose Navarro. Mr. Fisher shared that the feeling among educators is one of optimism and positive expectation. SCTA is finalizing a survey among SCTA members in preparation for their bargaining. Back in 2016, they asked SCTA members if they felt the district was headed in the right direction. In that survey, 9.1% of the respondents agreed that it was headed in the right direction. Over the last ten days, they asked the same question again, and 71.5% agreed strongly or agreed that the district was headed in the right direction. Only 8% disagreed or strongly disagreed. In other words, it's been a complete turnaround. Significant efforts are underway to develop a state of the art MTSS program, while addressing a number of areas of improvement identified by the Black Parallel School Board action plan. It's no secret that Special Education remains an area of concern for all of us, but with the new leadership team, they believe that Sac City is uniquely positioned to both preserve the strong traditions that have made our district what it is, while making the necessary changes in improvements to realize the full potential of the Sacramento City Unified School District. With new contract negotiations to begin February 4th, together we have the ability in the spirit of problem solving and cooperation to unite together to accomplish our collective dream of making SCUSD the destination district for California.*
- *SEIU- Jim Riffel shared that SEIU has been through a lot of negotiations in the last year. Mr. Riffel shared that there was a very effective team working with the board and SEIU. SEIU really appreciated working with staff. Mr. Riffel shared that three years ago, they did negotiations*

and the only answer they received was “no”. It sure has changed around a lot. They recently finished their round of negotiations and they have a tentative agreement on the agenda for the board to approve. SEIU believes this to be a good agreement, and they really suggest that it be approved by the board. Deborah Derrazzo welcomed the new board members and thanked them for joining the team. Karla Faucett thanked the board for supporting them throughout the whole bargaining process, and they are looking forward to the positive vote of the board members to pass the contract. SEIU looks forward to working with the board in the future.

- *TCS- No update*
- *Teamsters- No update*
- *UPE- No update*

8.2 *District Advisory Committees:*

- *Student Advisory Council- No update*
- *Community Advisory Committee- No update*
- *District English Learner Advisory Committee- No update*
- *Local Control Accountability Plan/Parent Advisory Committee- No update*
- *Black/African American Advisory Board- No update*
- *Community Schools Advisory Committee- No update*
- *American Indian Education Program Parent Committee- No update*

9.0 ***SPECIAL PRESENTATION***

9.1 *Ceremonial Oath of Office Given to Newly Elected Board Members:*

*Michael Benjamin
Jose Navarro
Chinua Rhodes
April Ybarra*

The newly elected board members completed their ceremonial oath of office. This is an information item.

*Public Comment:
No public comment*

*Board Comment:
No board comment*

9.2 *Annual Organizational Meeting of the Board of Education Election of Officers:
The Board Shall Elect a President, Vice President and Second Vice President*

Superintendent Allen opened the nominations for board president, vice president, and second vice president. This is an action item.

Member Jeane nominated Member Singh to be the board president with a second from Member Rhodes. The board voted 7-0.

Member Rhodes nominated Member Jeane to be vice president with a second from Member Ybarra. The board voted 7-0.

Member Singh nominated Member Rhodes and Member Navarro nominated Member Kayatta for second vice president. Member Singh's nomination for Member Rhodes was seconded by Member Jeane. The board voted 4-3 with Member Kayatta, Member Navarro, and Member Ybarra abstaining.

*Public Comment:
No public comment*

*Board Comment:
No board comment*

10.0 ADJOURN AND CALL BACK TO ORDER

*The meeting adjourned at 7:23 p.m.
The meeting was called back to order at 7:48 p.m.*

11.0 BOARD WORKSHOP STRATEGIC INITIATIVE

11.1 *Public Hearing AB1200 Public Disclosure and Approval of MOU between SCUSD and the Service Employees International Union (Cancy McArn & Janea Marking)*

Cancy McArn and Janea Marking shared key provisions of SCUSD and SEIU agreement and fiscal impact. This is an action item.

Public Comment:
No public comment

Board Comment:
Member Navarro wanted to know why the agreement is impacting books, supplies, services, other operating expenditures, and capital outlay.
Member Ybarra shared that eventually this will trickle down, and although the district is going to cover the costs for the increases, but after a certain time, the schools will have to pick up on that cost. Member Ybarra wanted to bring awareness to the fact that we will have to work down at the school levels, and just wanted to be transparent around this information.

Member Rhodes made a motion with a second from Member Singh. The board voted 7-0 with a student preferential yes vote.

11.2 Independent Audit Report for the Fiscal Year Ended June 30, 2024, Submitted by Crowe LLP (Janea Marking)

Janea Marking introduced Jeff Jensen, who presented the fiscal audit results for 2023-2024. Janea Marking thanked Karen Wiker and Cindy Tao for all their work. This is an information item.

Public Comment:
No public comment

Board Comment:
Member Kayatta shared that in the past, the board had talked about rotating audit firms, and would like to know where we are for that next year.
Member Jeane appreciates that we have such a positive audit. Member Jeane thanked all the hardworking staff that made sure that the information that was needed was gotten to them, and she looks forward to the public hearing regarding instructional materials on our agenda for next time, so they don't drop the ball on that.

11.3 2024-25 First Interim Financial Report (Janea Marking)

Cindy Tao and Janea Marking presented the budget reporting cycle, revenues, expenditures, surplus/deficit and fund balance, multi-year projections and other funds, right sizing plan update, and summary and certification. This is an information item.

Public Comment:
No public comment

Board Comment:
Member Jeane wanted to know if 50% of our Special Education budget comes from our general education budget, or if it's less or more. Member Jeane shared that the fact that we know that Special Education and the funding that we get has never been fully funded from the federal government that comes from our general funds, etc. Considering the deep dive of work that we're doing in our action plan, that will have impact on our budget, so Member Jeane wanted to verbalize that and thank staff for using historical trends, but as we're cleaning up and changing in SPED as well, Member Jeane doesn't know if historical trends will be our only. Member Jeane shared that Cindy Tao mentioned that the two COLAs were generous, but Member Jeane doesn't know if she would call it generous considering inflation. Member Jeane shared that they projected the benefits at 8.8%, and she wanted to know if that is based on trends or is it based on the current belief. On slide 30, Member Jeane appreciates the history that was provided around fiscal insolvency. On slide 31, Member Jeane appreciates the work being done around budget literacy. Member Jeane wanted to know more around unbudgeted expenditures. Member Jeane appreciates the information around how we need to better prioritize our restricted funds. Member Jeane wanted to know if part of the budget literacy making sure that everyone understands where those restricted dollars can and should be spent. Member Jeane wanted to know what other funds are expiring soon. Member Jeane thanked Janea and her team for the great reset. Member Benjamin shared that he likes the process of educating on processes, because he finds that a lot of times people get kind of upset with the process when the transparency is not there. Member Benjamin shared that he is very impressed with the budget development process, and although we're talking about budgets, he believes that this is something that can be used throughout the district.

Member Rhodes made a motion with a second from Member Benjamin. The board voted 7-0 with a student preferential yes vote.

11.4 Special Education Update (Yvonne Wright, Becky Bryant, Geovanni Linares, & Dr. Iris Taylor)

Staff presented the SCUSD vision for Special Education,

department and SELPA responsibilities, organizational structure, who we serve and how we serve them, an overview of student performance and progress, and highlights, challenges, and opportunities. This is an information item.

Public Comment:

David Fisher

Board Comment:

Student Member Chueh-Griffith really liked the vision that includes the students with disabilities are seen, understood, celebrated, and experience joy. Member Chueh-Griffith wanted to know if there are any actions being taken currently to foster this welcoming atmosphere with general education students, and doing something similar for the general education population. Member Chueh-Griffith shared that when she thinks of how her peers see students with disabilities, she doesn't think she would use the words seen, understood, or celebrated, and she thinks that is an opportunity and a place for growth. Member Chueh-Griffith believes there should be more standardization of ensuring that general education students and Special Education students are interacting with each other, and actively being made to interact to understand and celebrate each other.

Member Kayatta shared that this plan to him seems iterative and he doesn't yet have the confidence that this is what we need to overcome this, which he thinks is one of the top challenges in our district. Member Kayatta referenced Janea Marking's presentation around the great reset and reimaging our culture, and that's what he is looking for with Special Education. Member Kayatta believes that vision 2.5 seems to be lacking things that he thinks are necessary to represent a cultural reset rather than an improvement to existing practices. It doesn't mention general education students with disabilities or general education students who have services. As long as we keep thinking about Special Education students and general education students, we're never going to have a cohesion, they're never going to be fully welcomed into our schools, and they won't have their needs fully met. Also, lacking in the vision was providing students with the services they need on a timely basis. Member Kayatta doesn't want Special Education students to be labeled as such, and have them be identified as students that are getting a particular set of services, and making sure that we identify those services. Another cultural change that Member Kayatta would like to see, is to stop being

responsive to litigation. Member Kayatta wanted to know what specific programs are offered to support students and teachers to get this from the district level to all staff. In terms of where and how our students are being served, Member Kayatta would like to get a sense of that data. Are they being served in non-public schools, are they at their home school, do they have to be transported somewhere, did they have to change their home school? Member Kayatta would like some sort of detail on the profile of a Special Education student, and would like to see it by the demographic categories that we have here. Member Kayatta wanted to know if there was an update on getting contracting under control, and what's our progress on bringing these services in house.

Member Jeane wanted to know how the specific training for Special Education lead teams will trickle down to the teachers and paraprofessionals. Member Jeane shared how staff mentioned how they need to be a part of the core development and how they mentioned bargaining, and each site needs to have specific access where they know where they're getting the help and support. Since we're out of time, Member Jeane is interested in continuing to hear how we're making that happen.

Member Benjamin really likes the vision and he thinks that it encompasses everything that we need to address. Member Benjamin wanted to know if facilitating family engagement and collaborating with external agencies includes community benefits organizations in the neighborhood and what it looks like. Member Benjamin wanted to know if we could get a list of those external agencies.

Member Ybarra wants to know what family engagement looks like and she envisions high impact family engagement. Member Ybarra wanted to know when staff reference technical assistance and facilitation of compliance items, what that looks like? When staff say, it takes a village, what comes to mind for Member Ybarra is having a child with an IEP is challenging, and you really don't know what the challenges are like until the student is in high school, because the dynamic of who needs to be inside of the IEP meeting. Member Ybarra shared that she hears teachers often talk about the lack of being met with co-teaching when it's requested by the family or staff. Member Ybarra shared that this is something to think about. When thinking about the lawsuit with the Black Parallel School Board, Member Ybarra wants to know if staff are talking to students who are affected by this. Especially, Black male students, who are being impacted by this. Member Ybarra wanted to know if

staff are talking to students, was it empathy interviews, surveys, or what it looks like. When we're talking about staffing shortages and increasing caseloads, Member Ybarra wants to highlight that action for reducing the psychologist ratio to 500 to 1 is really good, because it aligns with CDE's recommendation.

Member Singh shared that if you look at the makeup of this board, you have folks who have classroom experience, instructional aid experience, folks with lived experience, so you're going to get a lot of questions on this, but folks who really want to see a difference.

Member Singh appreciates that we're getting somewhere, but the urgency is real, and he thinks that with all this lived experience the urgency is going to continue to come back. Member Singh shared that the board is hoping to see a lot more updates and see a lot more improvement in this process.

12.0 COMMUNICATIONS

12.1 Student Member Report (Justine Chueh-Griffith)- Member Chueh-Griffith shared that she had the opportunity to attend the California School Board Association Annual Education Conference Student Board Member Program. Member Chueh-Griffith had the opportunity to connect with a lot of student board members, and by attending, she was able to see how our district is unique in a lot of ways. Member Chueh-Griffith wanted to recognize how grateful she is to be at SCUSD, and at the conference she realized we really are unique, because of our ability to have such a diverse, urban, and large district, but also have shared goals and community commitment to change unity. Member Chueh-Griffith noticed that SCUSD students have a lot more opportunities for student impact and student engagement than other districts do. With finals coming up, Member Chueh-Griffith wanted to encourage and uplift that we need to continue to support our students, because she thinks a lot of students are academically stressed and burnt out. The Student Mental Wellness Committee has opened up applications a few weeks ago, and they have gotten 200+ responses from high schools in the district. Member Chueh-Griffith looks forward to this committee taking off in 2025.

12.2 Superintendent's Report (Lisa Allen)- Superintendent Allen Thanked staff for their work this school year. Superintendent Allen shared that our Family and Community Engagement Department held 5 popup events throughout SCUSD to provide enrollment, Parent Square, and Infinite Campus support, and free book and computer access. Last week, Niki Kangas held a food distribution at Parkway's Pancake Breakfast with 100 boxes of food provided by Sacramento Food Bank and Family Services were distributed to our community from E.V.E.L.Y.N. Our Homeless Education Services Program hosted a mobile movie night at one of the motels many of our unhoused families are temporarily staying at. Superintendent Allen thanked Foster Youth Services and those that participated in the gift drive for foster Youth students. Superintendent Allen thanked all the individuals that

donated for the Spirit of Giving Drive. Superintendent Allen gave a special shout out to Isador Cohen.

12.3 President's Report – President Singh wished the Board Specialist a Happy Birthday. Member Singh shared that he really appreciates the student board member, who takes her role very seriously, and he appreciates the commentary. Member Singh shared that it's so inspiring to hear how committed Member Chueh-Griffith is to the district. Member Singh shared that he appreciates his colleagues, and wants to stay focused on what's important, which are some of the issues that were discussed tonight.

12.4 Information Sharing by Board Members- Member Rhodes has had the opportunity to participate as dressing as Santa at different holiday events. Member Rhodes shared that a week ago, he worked on a project called Be The Light in South Sacramento, where individuals helped to decorate 40 houses on a block in the community. There were over 70 volunteers and great sponsors. Supervisor Kennedy, Councilwoman Mai Vang, the director of SMUD, SEIU, SCTA, the Yin family, McDonalds, job corps, and Area 5 principals came out. Community School Coordinators came out as well as Member Rhodes' team, David, Karissa, Anna, Maria, Danny, and Matt. Member Kayatta has a request for the community to help us protect our school services, our programs for our kids, and our budget. The City of Sacramento is facing a fairly significant budget deficit, and it has shown time and time again that it tries to balance its budget deficits by pushing costs onto other entities, like SCUSD. Member Kayatta wants to the community to join him in being vigilant to make sure that if the city is trying to push their budget deficit onto us, that we stand up and make sure we protect our schools and student programming.

13.0 CONSENT AGENDA

Action

2 minutes

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

13.1 Items Subject or Not Subject to Closed Session:

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

13.1b Approve Contracts Report > \$15,000 (Janea Marking)

13.1c Approve Business and Financial Report: Warrants, Checks, and Electronic Transfers issued for the Period of October 2024 (Janea Marking)

13.1d Approve Donations to the District for the Period of October 2024 (Janea Marking)

13.1e Approve Resolution No. 3467: Agreement for Termination of Leases and Quit Claim Deed for the C.K. McClatchy High School HVAC/Kitchen Served Project

(Janea Marking)

13.1f Approve Personnel Transactions (Cancy McArn)

13.1g Approval of Unauthorized Vendor Payments (Janea Marking)

13.1h Approve Purchase Order Board Report for the Period of October 15, 2024 – November 14, 2024 (Janea Marking)

13.1i Approve West Campus High School Cheer Competition in Las Vegas, NV from January 23-26, 2025 (Mary Hardin Young & Jerad Hyden)

13.1j Approve Minutes for the November 7, 2024, Regular Board of Education Meeting (Lisa Allen)

13.1k Approve Minutes for the November 21, 2024, Regular Board of Education Meeting (Lisa Allen)

13.1l Approve Staff Recommendation for Expulsions# 12, 13, 14, and 15 of the 2024-25 school year (David Van Natten)

13.1m Approve Labor Partner Agreements (Cancy McArn)

13.1n Approve New Citizen Bond Oversight Committee Member (Chris Ralston)

13.1o Approve Memorandum of Understanding Between SCUSD and California Montessori Project Regarding Facilities Modernization Project (Nathaniel Browning)

13.1p Approve Resolution No. 3466: Resolution Regarding Accounting of Developer Fees for Fiscal Year Ending June 30, 2024, Pursuant to Gov. Code Sections 6001(d) and 6006(b) (Nathaniel Browning)

13.1q Approve Job Descriptions (Cancy McArn & Dan Schallock)

13.1r Approve Salary Schedules (Cancy McArn & Dan Schallock)

Prior to taking action on the consent agenda, Member Singh shared that he wanted to verify that on agenda item 13.1b, there has been a change to the contracts report over \$15k. Requisition number SA25-00604 with Dwight Taylor has been removed and an amended report has been prepared and provided for their consideration and approval. Expulsion #15 has been removed from agenda item 13.1l.

*Public Comment:
No public comment*

*Board Comment:
No Board comment*

Member Rhodes made a motion with a second from Member Jeane. The Board voted 7-0 with a student preferential yes vote.

14.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS Receive Information

14.1 Business and Financial Information: Enrollment and Attendance Report, Month 2, Ending Friday, October 11, 2024 (Janea Marking)

15.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ *January 16, 2025, 5:00 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*
- ✓ *February 6, 2025, 5:00 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

16.0 ADJOURNMENT

The meeting adjourned at 9:54 p.m.

Lisa Allen, 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 relating to an open session item will be available for public inspection at the Serna Center, at 5735 47th Avenue, Sacramento, during normal business hours or on the District's website at.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1f

Meeting Date: February 6, 2025

Subject: Approve Minutes for the January 16, 2025 Regular Board of Education Meeting

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

Division: Superintendent's Office

Recommendation: Approve Minutes for the January 16, 2025, Regular Board of Education Meeting.

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Minutes of the January 16, 2025, Regular Board of Education Meeting

<p>Estimated Time of Presentation: N/A</p> <p>Submitted by: Lisa Allen, Superintendent</p> <p>Approved by: Lisa Allen, Superintendent</p>
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Putting
Children
First

BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

Jasjit Singh, President (Trustee Area 2)
Tara Jeane, Vice President (Trustee Area 1)
Chinua Rhodes, Second Vice President (Trustee Area 5)
Jose Navarro (Trustee Area 3)
April Ybarra (Trustee Area 4)
Taylor Kayatta (Trustee Area 6)
Michael Benjamin (Trustee Area 7)
Justine Chueh-Griffith, Student Member

Thursday, January 16, 2025

5:00 p.m. Closed Session

6:00 p.m. Open Session

Serna Center

Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824

MINUTES

2024/25-9

Allotted Time

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

The meeting was called to order at 6:12 p.m.

Members Present:

Member Kayatta

Member Rhodes

Member Benjamin

Member Jeane

Member Ybarra

Member Singh

Member Absent:

Member Navarro

Student Board Member Chueh-Griffith

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

No public comment

3.0 CLOSED SESSION

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

- 3.1 *Government Code 54956.9 - Conference with Legal Counsel:*
 - a) *Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (One Potential Case)*
- 3.2 *Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (Cancy McArn)*
- 3.3 *Government Code 54957 – Public Employee Discipline/Dismissal/Release/Complaint*
- 3.4 *Education Code 35146- The Board will hear staff recommendation on the following student expulsions from 24-25: Expulsions #16, #17, #18, #19, & #20 2024/2025 and Staff Recommendation of a Petition for Readmission following expulsion (David Van Natten)*

4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

The meeting was called back to order at 6:12 p.m.

- 4.1 *The Pledge of Allegiance*
- 4.2 *Broadcast Statement*
- 4.3 *Stellar Student introduced by Board President Jasjit Singh*

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

No announcements came out of closed session.

6.0 AGENDA ADOPTION

The board adopted the agenda unanimously.

7.0 PUBLIC COMMENT

15 minutes

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

*Chris Antrim
Barbie Beard
Ed Eldridge
Ernesto Basa Jr.
Channa Pitt*

April Javist
Messiah Millares
Bina Leftkowitz
Maryellen Shay
Lucero Soto
Renee Webster-Hawkins
Elvia Vasquez
Maria Beltra
Caroline Digman
Chandra Roughton
Amy de la Salle
Angela Milton
Elvy Seyman shared that to lose the BUG program at Luther Burbank would be a tremendous loss for their school, the school community, our district, and the larger community.
Tasha Dillard
Terrence Gladney

8.0 COMMUNICATIONS

8.1 Employee Organization Reports:

- *SCTA – Nikki Milevsky shared that 2025 has the potential to be a foundational year for our district. Ms. Milevsky shared that significant work is occurring in the effort to improve services to students with disabilities, while we combat the systemic racism that impacts our district. The work is focused on designing, resourcing, and implementing a multi-tiered system of support. MTSS got off to a solid start with their agreement to add reading intervention teachers at every elementary school. This week, they reached an agreement on the new reading intervention teacher’s job description, and they expect those 83 new positions to be posted shortly and hired for next year. Contract negotiations will be commencing on Tuesday, February 4th. Ms. Milevsky shared that she hopes that we can all acknowledge that we have a lot of work before us. Also, it’s important to recognize that educators across the state have seen the progress that we’ve made here in SCUSD over the past couple of years, and they are looking to all of us to chart a path for reinforcing the public education system for our students, our staff, and our communities. Ms. Milevsky shared that they are looking forward to an amazing and productive 2025.*
- *SEIU – No update*
- *TCS – No update*
- *Teamsters – No update*
- *UPE – No update*

8.2 District Advisory Committees:

- *Student Advisory Council – The students shared that SAC is made up of 15 high school students from across seven different high schools in the district. This year, SAC continues to follow the participatory action research model to critically research and analyze problems that are impacting our school community. In the fall, they focused on ensuring accountability and implementation of resolutions that were passed last year, which include the gender neutral restroom resolution as well as leading the development of the Student Mental Wellness Committee. They have worked collaboratively with facilities support services, LGBT+ support services, and student support health services throughout these efforts. As they transition into winter, they finalized their project areas for the remainder of the year. SAC will focus on nutrition and school meals, restorative justice and disciplinary actions, substance abuse services and supports, and undocumented student supports. In addition to these project areas, they have been working on standardizing school garden policy across our elementary schools in the district and improving school landscaping. They invited the Board to attend at least one of their SAC meetings this year to continue building relationships.*

- *Community Advisory Committee – A teacher from Luther Burbank High School, Charles Bolton, shared that they had the pleasure of hosting 100 families at their Christmas event in December, which was a record breaker for them. Mr. Bolton thanked everyone that came out. This year, their focus has been on family engagement, so at every meeting they spend time with families going over what is going on in Special Education as well as making time for families to meet with their SELPA Director. Mr. Bolton invited the Board and community to their Ask SPED event. This event will partner with our Special Education Department and invite families out to ask specific questions related to Special Education. The event will be hosted at Luther Burbank on February 26th from 5:30-7pm.*

- *District English Learner Advisory Committee – No update*

- *Local Control Accountability Plan/Parent Advisory Committee – No update*

- *Black/African American Advisory Board – Terrence Gladney shared that they met last night, and are trying to get a checkpoint of unfulfilled and unmet promises. The recommendations of the African American Taskforce were adopted in May 2019, and far too many of them are still unfulfilled with broken promises and unclear timelines. Mr. Gladney shared that right now, our district is in a state where we're worried about the bill that's come to the Board and Superintendent's doorstep right now. You are reacting to something that is right in your face, but you're forgetting about*

the loan that you took out and the promises you made almost 5-6 years ago. Mr. Gladney asked the Board to imagine the reaction that's happening right now within our district and what the framework looks like and how everyone is hyper reacting to what's here right now. Now, imagine that you guys have to pay that balloon payment that's due for something almost 6 years ago that covers all of the outcomes for Black and African American students. Mr. Gladney shared that there are still families in this district going through discriminatory practices. What is it going to take? Mr. Gladney shared that he stood before the Board last year, and refused to leave before he got some sort of assurance, and it should not take that. Mr. Gladney shared that there are far too many great people on their Board for them to stand alone and not in partnership. B/AAAB is aligned with the district and adopted by the district to do this work, and have been active and willing partners. A partnership requires a two-way cooperation, and that's what they are seeking, and they cannot wait anymore.

- *Community Schools Advisory Committee – Ian Moore shared that they have hired all 18 community school specialists. The committee will be meeting next Wednesday, January 22nd at 4:30pm in the Pennsylvania room.*

- *American Indian Education Program Parent Committee – Ms. Avendano welcomed the new board members. Ms. Avendano thanked those that attended their November Native American Heritage event at The MET. In December, they hosted an ornament beading class, and their annual winter party and toy giveaway. Their native educator is back in action this year. They are working through 54 requests for presentations right now, and this is just from elementary school level. In the spring, they are hoping to schedule high school and middle school presentations as well. There are about 22 students working on tutoring through their program. They have a shawl making class and earring making class this spring. Their graduation is scheduled for May 29th.*

9.0 SPECIAL PRESENTATION

9.1 Educator Effectiveness Block Grant Update (Yvonne Wright, Erin Findley, Hilary Harrell, Cancy McArn, & Tiffany Smith-Simmons)

Erin Findley, Hilary Harrell, Cancy McArn, and Tiffany Smith-Simmons presented an overview of the Educator Effectiveness Block Grant, highlights from 2022-2024, and 2024-2026 adjustments and revised budget. This is an action item.

*Public Comment:
Renee Webster Hawkins*

Board Comment:

Member Jeane wanted to know what the feedback has been like from the folks who are participating in these programs, and how their experience helped staff with being informed on the changes has their proposing tonight. Being a teacher and knowing how much the job is an all-consuming job as is, Member Jeane shared that to add all these other layers, it either needs to shift the workload or feel like it's alleviating the workload on some level. Member Jeane wants to know how we are addressing that, and she's thinking about admin in particular.

Member Jeane made a motion with a second from Member Rhodes. The Board voted 7-0 with a student preferential yes vote.

9.2 Multi-Tiered System of Supports Update (Yvonne Wright, Erin Findley, Matt Callman, & Nikki Milevsky)

Erin Findley, Matt Callman, and Nikki Milevsky shared the collaborative progress so far, MTSS framework and BPSB plan, multi-tiered system of supports framework, the whole child approach, the design and implementation process, the MTSS design team, district-wide implementation, and next steps. This is an information item.

Public Comment:

*Renee Webster Hawkins
Terrence Gladney*

Board Comment:

Member Benjamin wanted to know when it comes to site based implementation, how do staff determine phase one, phase two, and phase three sites?

Member Kayatta is really optimistic with the future of being able to roll out an MTSS that works based on this presentation. Member Kayatta shared that seeing Nikki stand here is truly amazing. Member Kayatta shared that our labor partners truly are the experts. Member Kayatta shared that we have had a lot of failed starts with initiatives in this district about sending administrators to conferences to learn about amazing things, which he says he's not saying is not great, but what is happening here in our district, and what's happening that our teachers are seeing and need? Member Kayatta shared that seeing an implementation plan that goes all the way out and will get all of our schools covered is really a breath of fresh air, because we've had a lot of initiatives where we want to study it and look at how it works

at a few schools, and it never seems to go to all of our sites. Member Kayatta is really looking forward to seeing what everyone will do, and thanked staff for the update.

Member Chueh-Griffith would like to see student voice and feedback included in the MTSS process.

Member Jeane shared that on slide 9, when step number 2 doesn't happen, that is was causing chaos. Member Jeane shared that you can have the design team, all the framework, and ideas, but if you go straight to implantation without having gone through all the processes along the way, that's where things really fall apart. Member Jeane wanted to highlight the amazing collaboration.

Member Ybarra referenced slide number 6, and shared that when she looks at bullet points 5, 6, and 7, the three of them kind of go hand-in-hand about the approach that the district currently has when it comes to professional development at the beginning of the year. Member Ybarra would like to know what we are doing to ensure that once we are giving these professional developments, the teachers are actually understanding the processes for multi-tiered systems of support. Member Ybarra shared that when she thinks of family and community engagement, she thinks of other things that we have implemented like, SEL and PBIS, and how there is a lot of education that is done at the school site. Member Ybarra wanted to know if we will be doing the same thing with MTSS to ensure that it's reflecting the procedures that we require the family to go through when they have a concern or when they feel like their rights as families or students have been violated.

Member Navarro wanted to echo what others have said around collaboration, and when he saw Nikki come up here as part of the group, he was really excited. Member Navarro shared that he ran a campaign based on being a part of a district that does this. Member Navarro shared that he doesn't want to put any pressure on the team, but state and the country will be looking at how we do this. Member Navarro is really excited and looking forward to being successful and having a successful implementation of MTSS. Member Navarro thanked the team for their presentation and work.

Member Singh wanted to know, if we have something that does address some of the promises that the board has made, that we include it in our presentations for the future, so folks in the community can see that we are working towards those goals and promises. In the next presentation that the team has, Member Singh would like them to elaborate on the parent and student participation, so folks can see what the design team talked about and how they plan on engaging folks.

9.3 *Certification of November 5, 2024, Election Results – Measure D (Chris Ralston)*

Chris Ralston thanked those that helped in getting the word out to voters for the Measure D campaign. Mr. Ralston thanked our construction industry partners, which were the fundraising arm of the campaign. Mr. Ralston thanked our builders and contractors that participated in the walks, dinners, tickets, and fundraising of all sorts. Mr. Ralston wanted to celebrate and recognize SCTA, who not only contributed financially, but asked their members to go out and knock on doors. SCTA handed out more flyers and yard signs than any other event that we've had. Mr. Ralston thanked SEIU for their support. Mr. Ralston thanked the board members that participated in community events, speaking engagements, and knocking on doors. Mr. Ralston shared Resolution No. 3469 to certify the election that passed by 74% of the voters in our area, which is the highest of all school district bond measures passed. The approved meeting minutes will be sent over to Sac County, which will authorize our business department to begin the work of financing our \$543 million dollar bond. Mr. Ralston shared that on the consent agenda, we will see a CBOC item, which is required by the certification of this election that we create a bond oversight committee. This is an action item.

*Public Comment:
No public comment*

*Board Comment:
Member Jeane and Member Kayatta congratulated Mr. Ralston.
Member Singh thinks that the percentage is pretty remarkable. Member Singh shared that there is always work to do at our school district and in our communities, and some of the comments and public comments we hear can be difficult to listen to, but when you have 74% of support, that means people of all colors and viewpoints align to make sure that they realize the importance of funding our schools. Member Singh thanked Mr. Ralston and his team for the effort that they put in to show the community what \$500+ million dollars would look like. Member Singh thanked the voters as well.*

Member Rhodes made a motion with a second from Member Kayatta. The Board voted 6-0 with Member

Benjamin absent, and a student preferential yes vote.

10.0 BOARD WORKSHOP/ STRATEGIC INITIATIVE

10.1 Board Committees and Assignments (Board President Jasjit Singh)

President Singh presented the district advisory committees and wanted to acknowledge that we have these committees. Member Singh shared the idea of adding additional committees if needed. This is an information item.

*Public Comment:
Erinn Leone*

*Board Comment:
Member Rhodes shared that when we talk about restorative justice and Anti-racism policies and things to that nature, Member Rhodes shared that a committee structure would make the most sense.
Member Ybarra wanted to know if this proposal was definite, if this is to create a policy, and what the end goal is. Member Singh shared that under the purview that they agree as a board, they would agree to create a committee to vote on at our next meeting. Member Singh wants to have a presentation on what the committees do, so if there are any adjustments that they want to make in alignment with what folks are asking for, they can make those adjustments at the next meeting.
Anne Collins clarified that tonight is just a discussion to get board feedback on the committees, and the structures, and the scope, so they can come back at the next meeting to take action on those committees.
Member Kayatta is in support of a way to address the proposal that Erinn Leone has brought forth.
Member Rhodes noted that the committee has to have representation, it needs to be well-rounded, and all voices of those involved.
Member Chueh-Griffith shared that a committee would be most beneficial to work on restorative justice.
Member Singh shared that hearing from everyone, it sounds like everyone is in agreement to move forward with creating a committee. Member Singh shared that the goal of this committee is to create and come up with a practice. If the committee is able to reach the goal of creating that practice, then it has fulfilled its duty. Member Singh shared that at the next meeting if this moves forward, that would assign a board member who will be a liaison for the committee.
Member Navarro shared that an additional committee on*

restorative justice should be permanent for maintenance. Member Jeane has spent a lot of time thinking through the many committees that we have, and wants to look at and change their practice, so committees feel like they are being heard. Member Jeane wants to look at all committees and where they came from. What do we expect/what do we need? Does every committee have a particular charge, and what their scope is? Member Jeane is looking forward to a presentation, so they can get on the same page. Member Jeane wants a policy committee to update Board policies since policy is their job, and it's important to address. Member Jeane would like 2-3 board members to work on a policy committee, and she would like to be a part of it.

Member Rhodes shared that to the extent they are responsible for updates/quality control, they should fold into one of their other committees, after a policy is passed. Member Rhodes is in favor of a limited scope, because it is outcome based. Member Benjamin is in support of the formation of the committee, and believes it should be woven into the structure of what they are doing.

Member Kayatta is in support of advisory committees and board committees. Member Kayatta supports the creation of a policy committee. Member Kayatta wants to know what is the charge and what does the Board need from committees to act on things?

Member Navarro agrees with Member Jeane around a policy committee. Member Navarro shared that he can be convinced on the limited part, and having an ad hoc type of committee. Member Navarro likes Member Kayatta's idea about being open to committees just as board members. Member Navarro believes that the governance and policy committees should be permanent.

Member Singh thinks that they should revisit all of their committees, and adjust committees as needed. Member Singh shared that if things aren't being achieved, there should be adjustments made on what the committee should be doing or what the Board should be doing for that committee. Member Singh would like to revisit this in 2 weeks, and maybe change up how our committees currently function.

11.0 COMMUNICATIONS

11.1 Student Member Report (Justine Chueh-Griffith)- Member Chueh-Griffith thanked Member Ybarra for attending the West Campus rally. Member Chueh-Griffith shared that it's finals week, and it's a stressful time for students, and she doesn't think that we take into account the mental toll that these tests take on students. Member Chueh-Griffith feels like the district should enhance mental health support and counseling during finals to help students feel more prepared emotionally. Member

Chueh-Griffith thanked the Luther Burbank Special Education Department. Member Chueh-Griffith shared that her brother is enrolled and he had his first finals week. Member Chueh-Griffith shared that she thinks it's amazing that they are offering finals week and scaling it to something that fits all students and where they are at. Member Chueh-Griffith shared that one thing that is really worrying students is the ICE raids in our area, and wants to acknowledge that this is really a stressful time for undocumented students, but also students with undocumented family members and friends. Member Chueh-Griffith shared that now is the time to ensure that SCUSD is a safe place.

11.2 Superintendent's Report (Lisa Allen)- Superintendent Allen shared that enrollment started this week and encouraged parents to enroll early to secure a place at their neighborhood school. Superintendent Allen shared that Monday is MLK Day and schools will be closed. Superintendent Allen noted the Sacramento City College march on Monday. Superintendent Allen shared that the Black Parallel School Board will be hosting a Black Parent Involvement Day on Tuesday, February 18th, which allows parents to engage with their children's education by observing classes and meeting teachers. Superintendent Allen shared that there will be a Parent Classroom Observation training on February 13th. It will be a virtual session and will equip families with tools to effectively observe and support their child's learning environment. Superintendent Allen gave a shout out to Member Kayatta and shared that tomorrow is his birthday.

11.3 President's Report (Jasjit Singh)- No update

11.4 Information Sharing by Board Members- Member Rhodes congratulated students on finishing finals week. Member Rhodes shared that his son, Kingston, aced his English and Spanish class, so he's super excited about that. Member Rhodes invited the public and colleagues to come out to Sac City College for the MLK march on Monday. Member Ybarra shared that it was an honor to join the West Campus Rally, and encouraged other board members to go to a rally in their area, if they have the opportunity. Member Ybarra shared that she works with the organization ACE, and the two things that they are working on right now are housing and immigration. Member Ybarra shared that on Tuesday, January 21st, they have a meeting to address housing. Member Ybarra shared that if right now a family needed assistance with housing, she wouldn't have an answer for them, and that doesn't sit well with her. Member Ybarra is working with district staff to help undocumented families with housing. Member Kayatta wanted to acknowledge the board, which is truly the best board that he has ever seen in this district, and already in the limited time that they have been working together. Member Kayatta shared that he knows that they're on their way to doing amazing things. Member Kayatta shared that the work that they do is incredibly difficult and very personal, and there is so much that goes on behind the scenes. Member Kayatta shared his appreciation for the board and superintendent. Member Benjamin is glad to be a part of the board as well, and is excited about what they are going to accomplish. Member Benjamin shared that the MLK march is an extra mile and starts at the Oak Park Community Center at 8am. Then, they will march to Sac City college, and then along with everyone else.

Member Navarro echoed the sentiment expressed by Member Chueh-Griffith and Member Ybarra about SCUSD being a safe haven, and he wants the board to keep an eye on this, and ensure that they are protecting the community and our students. Member Navarro would like to look into strengthening our safe haven policies. Member Singh wanted to reiterate that we have a policy to protect our students, and wanted to reiterate the legal policy which states that unless there are exigent circumstances and through special permission from our superintendent, ICE cannot come onto any of our campuses. Member Singh brought up the war taking place in Israel, and that there is a ceasefire agreement. Member Singh appreciates that there is a ceasefire agreement. It's however many months too late, but none the less, Member Singh hopes that there is work towards finding peace and towards addressing long-standing concerns.

12.0 CONSENT AGENDA

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

12.1 Items Subject or Not Subject to Closed Session:

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

12.1b Approve Contracts Report >\$15,000 (Janea Marking)

12.1c Approve Business and Financial Report: Warrants, Checks, and Electronic Transfers issued for the Period of November 1-30, 2024 (Janea Marking)

12.1d Approve Donations to the District for the Period of November 1-30, 2024 (Janea Marking)

12.1e Approve Personnel Transactions (Cancy McArn)

12.1f Approval of Unauthorized Vendor Payments (Janea Marking)

12.1g Approve Annual Adjustment to Bid Threshold per Public Contract Code §20111 (Janea Marking)

12.1h Approve Purchase Order Board Report for the Period of November 15, 2024, through December 14, 2024 (Janea Marking)

12.1i Approve Staff Recommendation for Expulsions #16, #17, #18, #19, & #20 2024-25 school year (David Van Natten)

12.1j Approve Staff Recommendation of a Petition for Readmission following expulsion (David Van Natten)

12.1k Approve Labor Partner Agreements (Cancy McArn)

12.1l Approve CK McClatchy School Debate Tournament in Las Vegas, NV from January 31-Feb 3, 2025 (Mary Hardin Young & Jerad Hyden)

12.1m Approve West Campus School Debate Tournament in Las Vegas, NV from January 31-Feb 3, 2025 (Mary Hardin Young & Jerad Hyden)

12.1n Approve Measure D Citizens' Bond Oversight Committee Consolidation with Existing Citizens' Bond Oversight Committee (Janea Marking & Chris Ralston)

Member Singh shared that prior to taking action on the consent agenda, he wanted to clarify that on item 12.1i, Expulsion No. 19 has been pulled off of the agenda and will not be voted on by the Board.

*Public Comment:
No public comment*

*Board comment:
No Board comment*

Member Jeane made a motion with a second from Member Navarro. The Board voted 7-0 with a student preferential yes vote.

13.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS Receive Information

13.1 Business and Financial Information: Enrollment and Attendance Report, Month 3, Ending Friday, November 8, 2024 (Janea Marking)

14.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ *February 6, 2025, 5:00 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*
- ✓ *February 20, 2025, 5:00 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

15.0 ADJOURNMENT

The meeting adjourned at 9:25 p.m.

Lisa Allen, Superintendent and Board Secretary

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inspection at the Serna Center, at 5735 47th Avenue, Sacramento, during normal business hours or on the District's website at www.scusd.edu.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1g

Meeting Date: February 6, 2025

Subject: Approve Labor Partners Agreement

- ☐ 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: The recommendation is to approve Labor Partners Agreement.

Background/Rationale: The District and Service Employees International Union (SEIU), as parties to a collective bargaining agreement, have engaged in discussions regarding the reclassification of Electronics Technicians. Both parties have reached a mutual agreement to backdate the reclassification to July 1st, 2024, which includes a revised job description and a new hourly rate of \$45.62 for Electronics Technicians. This reclassification is aimed at aligning compensation and responsibilities with current job requirements, market conditions, and improving student outcomes.

Financial Considerations The financial impact of this reclassification will include the adjustment of hourly rates for Electronics Technicians to \$45.62, effective July 1st, 2024. The retroactive payments owed to affected employees will be calculated based on the revised salary schedule and paid out within 90 days of Board approval. These payments will cover the period from July 1st, 2024, to the date of approval and will be incorporated into the District's budget planning for the current fiscal year.

LCAP Goal(s): Graduation Outcomes, Academic Outcomes, and Welcoming and Safety Outcomes

Documents Attached: Labor Partners Agreement

1. SEIU, Local 1021

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Chief Human Resources Officer & Lead Negotiator

Approved by: Lisa Allen, Superintendent

**Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Service Employees International Union (SEIU)**

RBackdating of Reclassification for Electronics Technicians

December 19, 2024

This Memorandum of Understanding (MOU) is entered into by and between the Sacramento City Unified School District (SCUSD), hereinafter referred to as "District," and the Service Employees International Union Local 1021 (SEIU), hereinafter referred to as "Union."

WHEREAS, the District and the Union are parties to a collective bargaining agreement; and

WHEREAS, the District and Union have discussed the reclassification of Electronics Technicians and have mutually agreed to backdate the reclassification to July 1st, 2024;

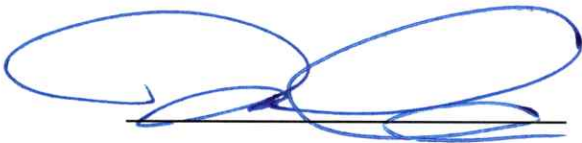
NOW, THEREFORE, the District and the Union hereby agree as follows:

1. **Reclassification Backdated to July 1st, 2024:** The District and the Union agree that the reclassification of Electronics Technicians will be effective as of July 1st, 2024. This reclassification includes a revised job description with a new hourly rate of \$45.62 on July 1st, 2024.
2. **Retroactive Payments:** Any retroactive payments owed to employees affected by this reclassification will be made as soon as possible, but no later than 90 days after the revised job description and associated salary schedule are approved by the Board of Education.
3. **Approval by Board of Education:** This MOU is contingent upon the approval of the revised job description and associated salary schedule by the Board of Education. Once

approved, the revised classification and salary schedule will take effect in accordance with the terms set forth in this MOU.

4. **No Precedent-Setting:** This MOU is entered into for the specific purpose of addressing the reclassification of Electronics Technicians and is not intended to set a precedent for any future reclassification or compensation matters. The terms of this MOU will not be cited or relied upon by either party in any other context or negotiation.

For the District:



Director of Employee Relations

Dan Schallock

Date: 1/10/25

For SEIU:



SEIU Chapter President

Karla Faucett

Date: 1/10/25



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1h

Meeting Date: February 6, 2025

Subject: Approve Adult Education High School Diploma Approval of Credits

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

Division: SCUSD Adult Education

Recommendation: Approve 160 high school diploma credits for adult school students at Charles A. Jones Career and Education Center enrolled in the high school diploma program.

Background/Rationale: Charles A. Jones Career and Education Center will reinstate their Adult School High School Diploma Program and is requesting the approval of 160 high school credit requirements for adult school students enrolled in the Adult School High School Diploma Program. The California state minimum for high school diploma completion is 140 credits (EC 51225.3). This credit amount aligns with the 10 other adult schools in the Capital Adult Education Regional Consortium (CAERC) of which Sacramento City Unified School District is a member.

Financial Considerations: No financial considerations as the program is free for adults and funding for the program is provided by Capital Adult Education Program funds.

LCAP Goal(s):

- Goal 1: College Career Readiness
- Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students

Documents Attached:

1. Capital Adult Education Regional Consortium (CAERC) Adult High School Diploma Program Credits Chart
2. Charles A. Jones Career and Education Center High School Diploma Credit Requirement

Estimated Time of Presentation: N/A - Consent Item

Submitted by: Yvonne Wright, Chief Academic Officer

Approved by: Lisa Allen, Superintendent



Marla Clayton Johnson, Ed.D., Director, SCUSD Adult Education

Sacramento City Unified School District

HIGH SCHOOL DIPLOMA INFORMATION

CHARLES A. JONES CAREER AND EDUCATION CENTER CREDIT REQUIREMENTS: 160 CREDITS

SUBJECT	CREDITS	SUBJECT	CREDITS
English	40	Integrated Math 1/Algebra	10
World History/Cultures/Ethnic Studies	10	Other Math	10
US History	10	Life Science	10
Government	5	Physical Science	10
Economics	5	Personal Finance	5
Fine Arts OR Foreign Language OR Career Technical Education (CTE)	10	Electives	35

Official college transcripts can also be accepted for high school credits

Students must meet with their teacher in-person one day per week, by appointment. Homework is completed at home. Daytime and evening appointments are available.

Program Enrollment Requirements:

1. Attend CAJ Orientation in-person on Wednesdays from 8:30 – 11:30am
2. CASAS Assessment Tests in Reading and Math
3. CASAS Score of 239 or above is required for Reading
4. High School Transcripts sent to CAJ



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1i

Meeting Date: February 6, 2025

Subject: Approve Job Descriptions

- ☐ 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: The recommendation is to approve new and/or revised job descriptions.

Background/Rationale: The District has a need to ensure that job descriptions are updated or new job descriptions created in order to meet evolving needs. As a reminder, as part of an updated process, moving forward, job descriptions will be brought to the Board prior to their implementation.

Financial Considerations: The job descriptions below have been approved through an internal District process that includes approval by Business Services, Purchasing Review Process, Cabinet, and Human Resources.

LCAP Goal(s): Graduation Outcomes, Academic Outcomes, and Welcoming Safety Outcomes.

Documents Attached: Job Descriptions:

New Job Descriptions as of 2/6/2025:

Teacher, Reading Intervention

District

Revised Job Descriptions as of 2/6/2025:

Electronics Technician

Facilities Maintenance

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Chief Human Resources Officer & Lead Negotiator

Approved by: Lisa Allen, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Teacher, Reading Intervention	CLASSIFICATION:	Certificated Non-Management (SCTA)
SERIES:	None	FLSA:	Exempt
JOB CLASS CODE:	TBD	WORK YEAR:	181 Days
DEPARTMENT:	Assigned School Sites	SALARY:	K-12 and Preschool Teachers' Salary Schedule
REPORTS TO:	Assigned Administrator	CABINET APPROVAL:	1-10-2025
		HR APPROVAL:	1-10-2025
		BOARD APPROVAL:	TBD

BASIC FUNCTION:

The Reading Intervention Teacher plays a critical role in addressing literacy needs for all students, particularly those with disabilities and students from marginalized communities disproportionately impacted by systemic inequities. This role prioritizes assessing students' reading abilities, identifying those needing targeted interventions, designing and delivering direct reading interventions in collaboration with classroom teachers to ensure appropriate student support is provided within a Multi-Tiered System of Supports (MTSS). By improving literacy outcomes, this position helps close opportunity gaps and fosters equity in education.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below [E]. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principle job elements.)

1. Support the implementation of the school-wide Multi-Tiered System of Supports (MTSS) framework by providing universal tier 1 reading skills instruction and tier 2 and 3 reading interventions. **E**
2. Conduct comprehensive reading assessments (using available screeners, diagnostic, formative, and summative measures) to identify student needs, develop, recommend and implement intervention plans, monitor progress, and track effectiveness of interventions. **E**
3. Design and deliver explicit, evidence-based reading instruction and targeted interventions to individual and small groups of students in both push-in and pull-out classroom settings, using district-supported instructional strategies and materials, prioritizing students with suspected disabilities and student groups with disproportionate outcome data. **E**
4. Consult and collaborate with site administrators, classroom teachers, and support staff to implement a structured literacy program, analyze data to inform instructional decisions, adjust interventions as needed, and identify areas for school-wide improvement in literacy. **E**
5. Attend to the social emotional and academic needs of students with suspected disabilities and students from marginalized communities using inclusive, culturally responsive, anti-bias, anti-racist, and trauma-informed approaches. **E**
6. Fosters students' intrinsic motivation to learn and succeed by goal-setting. **E**
7. Design and differentiate instruction for students with diverse learning styles, personality traits, and developmental needs to ensure that all learners can access and participate in meaningful, challenging learning opportunities. **E**

8. Model and provide coaching and professional learning around best practices and intervention strategies to support teachers in enhancing culturally responsive, evidence-based literacy instruction. **E**
9. Assist classroom teachers in lesson design, identification and utilization of a variety of instructional resources, and classroom organization/management to facilitate the effective delivery of literacy instruction. **E**
10. Initiate timely communication with parents/guardians to foster authentic partnerships, share and discuss progress, and collaboratively support student success. **E**
11. Collaborate with site staff to engage families and community members to support academic progress with an emphasis on literacy, equity, and inclusion. **E**
12. Participate in district-level meetings to collaborate with colleagues and to stay current with instructional resources, practices, and policy updates. **E**
13. Engage in district-sponsored professional learning around best practices and intervention strategies for culturally responsive, evidence-based literacy instruction. **E**
14. Develop and maintain systems for student record keeping and data housing and analysis. **E**

TRAINING, EDUCATION, AND EXPERIENCE:

Bachelor's degree from an accredited university in education, special education, or a related field, minimum of five years' experience providing literacy instruction required.

Experience providing direct support to students and teachers within a Multi-Tiered System of Supports (MTSS); implementing structured literacy teaching practices; utilizing culturally responsive, anti-bias, anti-racist, and trauma-informed practices; coaching and supporting teachers in instructional best practices; collecting, analyzing, and presenting information and data to diverse audiences is beneficial.

LICENSES AND OTHER REQUIREMENTS:

Possession of a California Teaching Credential in Multiple Subjects and/or Special Education and/or Single Subject English is required. English Learner Authorization is required. Reading Specialist Credential or Master's Degree in reading instruction is beneficial.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- Current research and evidence-based best practices in reading instruction and structured literacy.
- Multi-Tiered System of Supports (MTSS).
- Measurement tools for various levels of assessment; including screeners, diagnostic, formative, adaptive and curriculum-based measurement.
- Data-based problem solving.
- Inclusive educational practices including universal design for learning (UDL).

ABILITY TO:

- Believe in the potential of all students and work actively to dismantle barriers to success for marginalized communities and students with disabilities.
- Demonstrate mastery of evidence-based literacy instruction, differentiated and universally designed instructional strategies, and culturally responsive student engagement and classroom management techniques.
- Employ culturally responsive, anti-bias, anti-racist, and trauma-informed strategies to create inclusive and supportive learning environments.

- Establish and maintain collaborative and effective relationships with staff, families, and community partners to build a cohesive and equitable support network for students and promote a culture of literacy within schools, homes, and communities.
- Use data to identify root causes of underachievement and implement strategies to close achievement gaps.
- Model continuous improvement and lifelong learning to support students and educators alike.
- Communicate effectively both orally and in writing.
- Maintain current knowledge of technological advances in the field.
- Proficient productivity applications and district student data systems.

WORKING CONDITIONS:**SAMPLE ENVIRONMENT:**

School site, classroom.

SAMPLE PHYSICAL ABILITIES:

Make presentations, and exchange information in person and on the telephone; operate a computer keyboard and computer monitor; read and prepare documents and reports.

SAMPLE HAZARDS:

May risk exposure to communicable diseases.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Electronics Technician	CLASSIFICATION:	Classified Non-Management (SEIU/Operations)
SERIES:	None	FLSA:	Non-Exempt
JOB CLASS CODE:	TBD	WORK YEAR:	12 Months
DEPARTMENT:	Facilities Maintenance	SALARY:	Flat Rate Salary Schedule C1
REPORTS TO:	Assigned Supervisor	CABINET	
		APPROVAL:	11-19-2024
		HR APPROVAL:	1-8-2025
		BOARD APPROVAL:	TBD

BASIC FUNCTION:

Under general direction and supervision, to repair or replace, and install school district equipment as part of the District's Maintenance Program; such as, printers, monitors, digital dialers, microprocessor based intrusion alarm and fire alarm receivers and transmitters, LCD TVs/Smart Displays, VOIP and analog telephone equipment, PA systems, IP based intercom systems, clock systems, IP card access control, IP CCTV/Security Cameras and video recorders, various IP connected network devices, motorized gate openers, Two-way radios, network wiring, and other electronic equipment, and repair projectors ; to purchase materials and keep records; to prepare reports.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below [E]. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principle job elements.)

Isolating malfunctions. **E**

Replacing defective components. **E**

Repair or replace all types of electronic, telephone, and audiovisual equipment, and all types of district owned audio and video distribution and communication systems, and fire and intrusion detection and reporting system. **E**

Uses various test equipment such as multi-meter, oscilloscope, signal generator, logic probe, frequency meter, toner & probe, network analyzer and other electronics equipment test instruments. **E**

Repairs, and replaces motors, coils, capacitors, resistors, transformers, relays, switches, integrated circuits, transistors, speakers, and other components. **E**

Secures parts and materials. **E**

Keeps records of labor and materials used. **E**

Maintains an equipment inventory. **E**

Receives and inspects new and used equipment purchased. **E**

Keeps accurate records of warranty dates. **E**

Performs related duties as required.

TRAINING, EDUCATION, AND EXPERIENCE:

Three years of recent experience in the maintenance and repair of electronic, computer, and communication equipment. High school graduation or equivalent. Associates Degree or Certificate in Electronics Technology preferred. Completion of District provided Asbestos Awareness Training within 12 months of employment.

LICENSES AND OTHER REQUIREMENTS:

Possession of a valid California driver's license and proof of insurance. Must complete employee entrance evaluation (lift test). Willingness to monitor projects on other than regular working hours.

KNOWLEDGE AND ABILITIES:**KNOWLEDGE OF:**

- Principles of electrical and electronics theory.
- Electrical and mechanical operation related to electrical-powered equipment and assemblies.
- Standard practices, materials, tools, and equipment used in repairing and maintaining electrical and electronic equipment.
- Occupational hazards and the proper safety precautions.
- Recordkeeping procedures.

ABILITY TO:

- Isolate malfunctions, locate and correct electrical and mechanical defects in electronic, audiovisual, communication, and IP CCTV and IP Access Control systems.
- Read and interpret electrical and schematic diagrams.
- Repair and install all electronics security, and communication equipment.

WORKING CONDITIONS:**SAMPLE ENVIRONMENT:**

Indoor, outdoors, and shop environment; drive a vehicle to conduct work; noise from equipment operation; and exposure to adverse weather conditions.

SAMPLE PHYSICAL ABILITIES:

Kneeling, pulling, pushing, carrying, and lifting heavy objects; climbing ladders; standing for extended periods of time; heavy physical labor; bending at the waist; crawling; reaching overhead, above the shoulders and horizontally; dexterity of hands and fingers to operate specialized tools and equipment; and hearing and speaking to exchange information.

SAMPLE HAZARDS:

Working on ladders or scaffolding at heights; working in a cramped or restrictive work chamber; working around and with machinery having moving parts; electrical power supply and high voltage, and cuts from tools or materials.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1

Meeting Date: February 6, 2025

Subject: Resolution No. 3475: Black History Month, February 2025

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

Division: Academic Office, Curriculum & Instruction Department

Recommendation: None

Background/Rationale:

February has been designated as National Black History Month, a time to honor the significant contributions of Black/African Americans to society both nationally and globally. This Resolution emphasizes the importance of a culturally relevant curriculum that highlights these contributions while striving to deepen understanding of the systemic challenges and disproportionate hardships faced by many Black/African American students and community members today. It calls for SCUSD to address these disparities through thoughtful policies, programming, stakeholder collaboration, and data-driven outcomes, fostering greater equity within our schools and the broader community.

Financial Considerations: None

LCAP Goal(s): Goal 2: Improving Academic Outcomes, Goal 3: Creating a Welcoming and Safe Culture & Climate for students/families

Documents Attached:

Resolution No. 3475

Estimated Time of Presentation: 10 minutes

Submitted by: Erin Findley, Assistant Superintendent of Curriculum & Instruction, Danny Rolleri, Director of Professional Learning, Culture & Climate

Approved by: Lisa Allen, Superintendent

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

RESOLUTION NO. 3475

**RECOGNITION OF NATIONAL BLACK HISTORY MONTH,
FEBRUARY 2025**

WHEREAS, National Black History Month was founded to address the omissions and biases in historical narratives, ensuring the inclusion of the rich and diverse stories of Black/African American individuals and communities; and

WHEREAS, Black History encompasses far more than the era of slavery, representing a legacy of resilience, innovation, achievement, and the celebrated and overlooked contributions of Black/African American individuals and groups - including scientists, inventors, activists, educators, farmers, homemakers, elected officials, clergy, service members, entertainers, athletes, and pioneers of land, sea, and space - that have profoundly shaped the fabric of our society and the world at large; and

WHEREAS, the 2024 California School Dashboard results show significant disproportionality in the outcomes for SCUSD's Black/African American students compared to all District students; specifically the District's graduation rate is 85% for all students and only 76% for Black/African American students; the District's suspension rate is 6% for all students and 15% for Black/African American students; the District's College and Career Indicator shows that 32% of all students are prepared for post-secondary college and career opportunities, but only 16% of our Black/African American students are prepared; the Chronic Absenteeism rate for all students is 25%, but 44% for Black/African American students; and finally, Black/African American students were 91 points below standard in ELA compared to 33 points below standard for all students and 132 points below standard in Math compared to 64 points below standard for all students; and

WHEREAS, _ within SCUSD, there were a total of 6,175 students who received Special Education services during the 2023-24 school year, of these 17.4% are Black/African American students. Only 11% of the district's total enrollment are Black/African American students, which highlights significant disproportionately for Black/African American students receiving Special Education services; and

WHEREAS, in 2019, the Sacramento City Unified School District Board of Education adopted 13 recommendations at the advisement of the African American Task Force (now the Black/African American Advisory Board); and

WHEREAS, in 2024, the SCUSD Board of Education settled a lawsuit with the Black Parallel School Board agreeing to implement an Action Plan containing 22 directives that address ongoing disparities in the achievement and treatment of Black/African American students and Black/African American students with disabilities; and

WHEREAS, during Black History Month and throughout the year, the District is committed to addressing the recommendations provided by the Black/African American Advisory Board and the directives required by the Black Parallel School Board Action Plan. As such, the District will strive to foster inclusivity and equity by creating anti-biased, anti-racist working and learning environments,

exploring Black History, and providing culturally responsive educational experiences that serve to close health, opportunity, and achievement disparities for Black students, employees, and families; and

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified School District Board of Education is unwavering in its support for policies, practices, and curricula that honor, celebrate, and respect the diverse histories, cultures, and contributions of Black/African American students, staff, and their families and hereby recognizes the month of February as Black History Month.

BE IT FURTHER RESOLVED that the Board of Education encourages all staff, students, and community members to actively honor and celebrate National Black History Month through meaningful and culturally responsive activities, events, and educational programming that illuminate the achievements and contributions of Black/African American people during this dedicated time of reflection and celebration.

BE IT FURTHER RESOLVED that the Board expects educators, throughout the school year, to actively incorporate diverse perspectives into their teaching and present a comprehensive and accurate narrative of Black History - one that goes beyond stereotypes and the singular focus on slavery. This narrative shall include the myriad stories of Black resilience, triumph, and excellence, highlighting contributions across all fields and throughout history ensuring that students are exposed to a well-rounded understanding of Black history. This commitment fosters an environment where students and educators regularly engage with and celebrate the diverse contributions and experiences of Black/African American individuals and communities.

BE IT FURTHER RESOLVED that the Board of Education commits to a focus on the Black African/American Advisory Board recommendation to increase 3rd grade literacy proficiency of Black/African American students, with the goal of raising proficiency from 16% to 20% by the end of the 2025-2026 school year.

BE IT FURTHER RESOLVED that the Board of Education is committed to implementing a district-wide Multi-Tiered System of Supports that addresses systemic inequities and provides equitable, tiered supports for Black/African American students and Black/African American students with disabilities as outlined by the 2024 Black Parallel School Board Action Plan. This includes developing infrastructure, resources, and professional learning that builds district, site, and educator capacity to provide high-quality, culturally and linguistically responsive instruction and targeted interventions to meet the unique needs of our Black/African American students.

BE IT FURTHER RESOLVED that the District strongly opposes any laws, policies and practices that perpetuate harmful stereotypes, limit the teaching of Black history and experiences, or restrict the delivery of culturally responsive education. The District is steadfast in its commitment to opposing any policies or legislation that undermine the celebration, understanding, and accurate portrayal of Black/African American heritage.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 6th day of February, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Lisa Allen
Secretary of the Board of Education

Jasjit Singh
President of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.2

Meeting Date: February 6, 2025

Subject: Black Parallel School Board Action Plan Second Quarterly Update

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

Division: Academic Office

Recommendation: Information item:

Background/Rationale: The Sacramento City Unified School District (SCUSD) and Black Parallel School Board (BPSB) Action Plan was developed in response to ongoing challenges in promoting and providing equitable, inclusive, and effective educational environments for all students, particularly Black students and those with special needs. Rooted in the district's commitment to diversity, equity, and inclusion, the BPSB Action Plan seeks to dismantle racist and ableist barriers that hinder student access to quality education, address gaps in the current special education service delivery, and ensure compliance with IDEA and LRE mandates. This action plan outlines comprehensive strategies to support school transformation, build inclusive partnerships with families, and create structures for professional growth that empower educators to foster an environment where every student feels valued, supported, and equipped to succeed. Through collaborative efforts and ongoing assessment, the BPSB Action Plan aims to create a school culture that celebrates Black excellence and prioritizes student well-being and achievement across SCUSD.

Financial Considerations: Implementation of the Action Plan will have a fiscal impact although the specific amounts are not yet known. The District is working with the Independent Monitor to accurately and effectively identify fiscal needs and projections for implementation and positive impact.

LCAP Goal(s): N/A

Documents Attached:
BPSB Final Action Plan

<p>Estimated Time of Presentation: 15 minutes</p> <p>Submitted by: Yvonne Wright, Chief Academic Officer Geovanni Linares, SELPA Director</p> <p>Approved by: Lisa Allen, Superintendent</p>

Sacramento City Unified School District Action Plan from the Independent Monitor in Response to Black Parallel School Board v. Sacramento City Unified School District

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OVERVIEW

Introduction

In May 2023, parties to the lawsuit [Black Parallel School Board v. Sacramento City Unified School District \(2:19-cv-01768\)](#) agreed to a set of terms articulated in a comprehensive [settlement agreement](#). The settlement agreement requires that an independent monitor (IM) create and, over the ensuing five years, monitor the implementation of an action plan to achieve 22 directives spelled out in the settlement agreement. These directives include a substantial reduction in disciplinary referrals of students with disabilities and Black students with disabilities, substantially more integrated classrooms for students with disabilities and Black students with disabilities, systems to prevent and remediate the bullying of students with disabilities and Black students with disabilities, legally compliant special education assessments, and the creation of best practices for the processes and issues regarding Individualized Education Programs (IEPs) at the Sacramento City Unified School District (SCUSD).

During the IM's assessment process, the IM faced multiple barriers (historic, political, and systemic) to access all the data necessary to develop baseline data and goals for the action plan. (See Appendix A.) As a result, portions of this plan include actions to continue with additional and necessary data collection, analysis, benchmarking, and goal setting. As part of the action plan, the IM will include a process seeking agreement across parties to update actions and goals as needed.

This document represents the final action plan from the IM, pending further data collection and analysis, which may result in modifications and additions to this plan.

Resources to Support Policy and Procedural Changes [Comprehensive Evaluation Process for English Learners \(CEP-EL\) manual](#)

- [Los Angeles Unified School District Special Education Policies and Procedures Manual](#)
- [Los Angeles Unified School District Bulletin 5655.3 - Guidelines for Student Suspension. \(See Appendix B\)](#)
- [California Practitioners' Guide for Educating English Learners with Disabilities](#)
- [Alameda Unified School District Positive Behavior Expectations and Discipline Matrix](#)
- [Los Angeles Unified School District Office of the Independent Monitor Sample Checklists](#)

DATA COLLECTION AND ANALYSIS METHODS

District Data

The IM team received raw data for special education referrals, placement in general education settings for students with disabilities, out-of-school suspension (OSS), and in-school suspension (ISS) for the 2022–23 school year. Special education data included student characteristics such as race/ethnicity and English learner (EL) status, as well as primary and secondary diagnoses, enabling segmented analyses. Suspension data also included details such as student race/ethnicity, special education (SpEd) status, grade level, school, and number of days.

Policy and Procedures Review

The IM reviewed the following SCUSD policies and procedures to assess current district documentation and to articulate pertinent actions:

- Administrative Regulation 5144.2: Suspension and Expulsion/Due Process (Students with Disabilities);
- Administrative Regulation 6159.4: Behavioral Interventions for Students with Disabilities Students; and
- Special Education Local Plan Area (SELPA) Procedural Guides for:
 - Student Discipline,
 - Behavioral Emergency Procedures and Interventions,
 - Functional Behavior Assessment (FBA), and
 - Behavior Intervention Plan (BIP).

The IM team compared these procedural documents against Los Angeles Unified School District's (LAUSD's) Special Education Policies and Procedures Manual.

Focus Groups and Interviews

The IM must conduct several focus groups and interviews for this plan to be complete. Due to the aforementioned barriers, however, few focus groups have been conducted as of the writing of this action plan; for these, the data is still unreliable as attendance has been minimal and participation was guarded with reference to fear of reprisal. Required focus groups can be found later in this plan, under Disproportionality Subcommittee: Required Actions for Additional Data Collection Required.

Approach

In addition to the directives from the settlement agreement, the metrics used to develop this action plan include improvement and equity frameworks developed by

the IM and his organization, the San Francisco Coalition of Essential Small Schools (SF-CESS). These metrics are further detailed in the appendices.

FINDINGS AND ACTIONS

Below are the actions that the IM has identified as required for SCUSD to meet the directives delineated in the settlement agreement, as well as associated goals/targets and the expected timeline. Where applicable, this section also includes data findings that have led to the required actions.

Some of the actions listed in this plan can be taken immediately. Others, however, can be named and specified only after the IM has collected and analyzed the additional data described in this plan. Some of the actions in this plan are, therefore, focused on removing the afore-referenced barriers and creating the supportive conditions needed to systematize data access and organizational change—now and in the future.

Disproportionality Subcommittee: Additional Data Collection Required

The IM team requires additional data pertaining to special education and discipline to identify further actions and targets for Directives 1–14 (C.3.i–xiv). Specifically, focus groups with students, parents, staff, and community partners; empathy interviews with district-level and site-level staff related to the fidelity of the implementation of policies, practices, and procedures, which will include an examination of district policies and practices with a cultural/equity lens; student case study/files and data; and additional data for directives under which no data have been obtained.

The IM has submitted a request for focus groups (see Table 1) for which the district shall facilitate meeting scheduling and execution.

Table 1: Required Focus Groups

<p>Central Office</p>	<p>Discipline (OSS, ISS, other means of correction [OMC], restraints, law enforcement referrals, voluntary/involuntary transfers, behavior hearings) (2 Hours)</p> <p>David Van Natten - Director of Student Hearing and Placement, part of the Family Services and Alternative Education Department</p> <p>Krystal Thomas - New Assistant Superintendent</p> <p>Danny Rolleri - Director for Professional Learning for Culture/Climate & SEL</p> <p>Stephan Brown - Principal, Sacramento Accelerated Academy (new role)</p> <p>Sharon Barnes Director - Behavior & Re-Entry</p> <p>Geovanni Linares - SELPA Director</p> <p>Ray Lozado - Director, Safe Schools Initiatives</p> <p>Christina Espinosa - Director, Guidance and Counseling</p>	<p>Special Education Identification, Least Restrictive Environment (LRE), Discipline, Data (2 Hours)</p> <p>Ed Eldridge - Data</p> <p>Krystal Thomas - New Assistant Superintendent</p> <p>Danny Rolleri - Director for Professional Learning for Culture/Climate & SEL</p> <p>Geovanni Linares - SELPA Director</p> <p>Victoria Flores - Executive Director, Student Support & Health Services</p> <p>Coordinator - School Psychologists</p> <p>Coordinator - Related services (if more than one person, include all)</p>
<p>Support Staff</p>	<p>Special Education Identification, LRE, Discipline (1.5 Hours)</p> <p>Omar Ponce—Board Certified Behavior Analyst (BCBA)</p> <p>Catie Yamamoto—BCBA</p> <p>Dr. Leslie Hernandez—Administrator Teaching and Learning</p> <p>Krista Arata—Administrator Teaching & Learning</p> <p>Tracy Pena—Program Specialist</p> <p>Katy Augusta—Program Specialist</p> <p>Chace Wasco—Program Specialist</p>	<p>School Psychologists—Special Education Identification, LRE, Discipline (2 Hours)</p> <p>Total of 8 School Psychologists</p> <p>4 Preschool/elementary school</p> <p>2 Middle school</p> <p>2 High school</p> <p>(if possible, include as many bilingual school psychologists as possible, at least two in Spanish and one other, if possible)</p>

Site Level Staff	Discipline/LRE/SpEd Identification—Principals or Assistant/Vice Principals who oversee special education and student discipline (2 Hours) Geovanni Linares—SELPA, Serving as Interim Administrator for John Morse Therapeutic Center Nisha Turturici—AM Winn Public Waldorf Dominic Campos—Mark Twain Jacki Glasper—Success Academy Devon Davis—Leonardo Da Vinci Paul Hoerl—Rosa Parks Stuart Bushnell—Woodbine	(Grades 6–12) Discipline/LRE/SpEd Identification—Principals or Assistant/Vice Principals who oversee special education and student discipline (2 Hours) Mitchell Jones—Rosemont LaNecia Kobelt—George Washington Carver School of Arts and Science Jim Peterson—Luther Burbank Garrett Kirkland—Hiram Johnson John McMeekin—West School Richard Baranowski—American Legion Reginald Brown—John F. Kennedy Jessica Martin—Sacramento New Technology
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The IM has received datasets enabling analyses of special education referrals by race/ethnicity and EL status but requires more in-depth data to determine how and why over-representation may be occurring. Additionally, the IM requires data to determine actions for some of the directives for which no data have yet been received.

Table 2: Further Data Collection Required As Soon As Possible		
Required Actions	Goal(s)	Timeframe
1. SCUSD shall facilitate introductions and scheduling and shall communicate the urgency of participating in these focus groups to all listed personnel.	Six focus groups shed light on practices pertaining to SpEd identifications and referrals, LRE, discipline, use of restraints, and expulsions and transfers.	Aug 31, 2024

<p>2. SCUSD shall provide the IM with the following end-of-year 2022–23 data, in addition to student identification numbers, last name, first name, date of birth, special education eligibility, grade level, and location code for all students included in a separate (confidential) list:</p> <ul style="list-style-type: none"> ▪ Times of IEP initial and triennial reviews ▪ FBAs conducted with timelines (signed assessment plans and IEP dates) ▪ BIPs ▪ Number of attempts to contact parent/ guardian and whether parent/ guardian participates (yes or no) ▪ Documentation of any translation requests and when translated documents were provided to parents ▪ Interpretation requests for IEP meetings and whether an interpreter was available or if request was denied 	<p>IM obtains data necessary to conduct nuanced analyses of SCUSD’s SpEd practices, including IEP reviews, FBAs, BIPs, the efficacy of and need for Student Study Teams (SSTs), and translation/ interpretation to compare against best practices and statutory requirements.</p>	<p>Aug 31, 2024</p>
<p>3. SCUSD shall provide any bullying and harassment data available (for both general education and students with disabilities, as both targets and bullying participants) to enable a baseline analysis of disproportionate bullying of students with disabilities and Black students with disabilities.</p>	<p>IM obtains data to assess baseline of disproportionate bullying of students with disabilities and Black students with disabilities.</p>	<p>Aug 31, 2024</p>
<p>4. SCUSD shall provide the IM team with the contact information for the person or persons who oversee language access issues and shall facilitate an introduction and message the importance of responsiveness to the IM; IM will ascertain what data monitoring mechanisms are used when parents request interpreters and IEP translations.</p>	<p>IM obtains information necessary to assess equitable practices in special education services to students and families who are not fluent in English.</p>	<p>Aug 31, 2024</p>

Directives 1 and 2: Reduce Use and Disproportionality of Discipline

- 1. Substantial reduction of discipline referrals, including informal suspensions, and in disproportionate such discipline, of students with disabilities*
- 2. Substantial reduction of discipline referrals, including informal suspensions and in disproportionate such discipline, of Black students with disabilities¹*

Baseline Data Findings

District staff report poor data entry and maintenance practices and believe data are an underestimation of school removals issued. Despite unreliable data, trends clearly indicate a high rate of suspensions in general and disproportionate impact on students with disabilities and Black students with disabilities among various disciplinary practices, including OSSs, long-term suspensions, ISSs, and OMC. The IM team has determined that ISS and OMC data provided are not reliable for establishing outcomes, but even these apparently incomplete data demonstrate increased risk for students with disabilities and Black students with disabilities. Currently, there is a lack of data to establish a baseline for behavioral referrals; establishing this baseline is part of the required actions.

One-Time Suspensions

- Overall risk of one-time suspension for all students in SCUSD—**5.68%**
- California average—3.0%
- The California Department of Education (CDE) considers suspension rates over 6.0% “very high”
- Risk of one-time suspension for students with disabilities—9.0%
 - Risk Ratio of students with disabilities—**1.80**
- Risk of one-time suspension for Black students with disabilities—18.64%
 - Risk Ratio of Black students with disabilities—**2.76**

Long-Term Suspensions of 10 or More Days

- Risk for Black students with disabilities—3.28%
 - Risk Ratio of students with disabilities—**3.91**
- Risk for Multiple Race students with disabilities—2.75%
 - Risk Ratio of Multiple Race students with disabilities—**2.34**

In-School Suspension/ Informal Suspension

- District data show:

¹ For “informal” suspensions, the IM includes what may be referred to as “silent” suspensions or undocumented pushouts due to behavioral or discipline issues that also result in learning loss.

- A total of 319 students received an ISS (this appears to be a considerable underrepresentation)
- A total of 448 students received an OMC (this also appears to be a considerable underrepresentation)
- District officials reported an underreporting of discipline data, confirming the likelihood of underrepresentation of disciplinary practices.
- Overall risk of one-time ISS for all students—0.77%
- Risk of one-time ISS for students with disabilities—1.13%
 - Risk Ratio for students with disabilities—1.63
- Risk of one-time ISS for Black students with disabilities—2.4%
 - Risk Ratio of Black students with disabilities—2.85

Other Means of Correction

- Overall risk of one-time OMC for all students—1.08%
- Risk of one-time OMC for students with disabilities—1.96%
 - Risk Ratio of students with disabilities—2.19
- Risk of one-time OMC for Black students with disabilities—3.5%
 - Risk Ratio of Black students with disabilities—2.18

Actions and Targets

The district must review, revise, and monitor disciplinary practices in general and with respect to students with disabilities and Black students with disabilities. Actions listed in the table below require the district to revise policies (including Board Policies (BPs) and Administrative Regulations (ARs); create a comprehensive disciplinary procedural manual that includes a discipline/intervention matrix (see [Sample Behavior Matrix from Alameda Unified School District 2023-24](#)), as well as clear guidelines for offering supportive alternatives to exclusionary discipline and OMC, consistent with a districtwide multi-tiered system of support (MTSS) approach; institutionalize manifestation determination review (MDR) practices; and build capacity to implement changes through professional development (PD). The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions.

The aim of these actions is to affect the following measurable targets within the five-year period designated by the settlement agreement.

- A.** *Reduce the risk or rate of (any) suspension for students with disabilities to 3.0% or less. This constitutes a 67.0% reduction.*
- B.** *Reduce the risk or rate of (any) suspension for Black students with disabilities to 5.0% or less. This constitutes approximately a 75.0% reduction.*

- C. Reduce the risk or rate of long-term suspensions for Black and Multiple Race students with disabilities to 1.0% or less. This constitutes approximately a 60% and 70% reduction, respectively.*
- D. Reduce the risk or rate of other disciplinary actions (i.e., expulsion, behavior hearings, involuntary and voluntary transfers, and referrals to law enforcement) for students with disabilities and Black students with disabilities so that they are not significantly different from those of non-disabled non-Black students.*
- E. Ensure that every year, a majority of parents/families and secondary students responding to the survey (described in Table 3) for whom the question is relevant, indicate that the statement pertaining to the district's prior pattern and efforts to remediate was read.*

Table 3. Overrepresentation In School Discipline—Out-of-School Suspensions and Long-Term Suspensions of 10 or More Days			
Required Actions	Goal(s)	Timeframe	Frequency
1. SCUSD shall gather, organize, and provide the IM an updated and comprehensive set of data that has been calibrated across all the schools' various recording and reporting mechanisms for Out-of-School Suspension data (100²) , for all students including special education indicators for students with disabilities (SWD) to examine disproportionality, that includes: <ul style="list-style-type: none"> ▪ All suspension notice forms (most students will have more than one event) for students listed in SpEd Long Term Suspensions spreadsheet ▪ Non-Student Information System (SIS) data such as Google Sheets or other spreadsheets maintained by each school site tracking out-of-school suspensions ▪ Manifestation Determination Review (MDR) IEPs for students listed in SpEd Long Term Suspensions spreadsheet including identifying by name which students for whom an MDR was not conducted. 	Accurate and timely data is necessary to inform accurate and realistic baselines and goals.	Sep 1, 2024	One time

² These represent CALPADS codes and may differ from fields in the SIS.

<p>2. SCUSD shall gather, organize and provide the IM an updated and comprehensive set of data that has been calibrated across all the schools' various recording and reporting mechanisms for In-School Suspension (110) and/or "Alternative to Suspension" data, for all students with special education indicators to examine disproportionality, that include:</p> <ul style="list-style-type: none"> ▪ Non-SIS data such as Google Sheets or other spreadsheets maintained by each school site tracking in-school suspensions 	<p>Accurate and timely data is necessary to inform accurate and realistic baselines and goals.</p>	<p>Sep 1, 2024</p>	<p>One time</p>
<p>3. SCUSD shall gather, organize and provide the IM an updated and comprehensive set of data that has been calibrated across all the schools' various recording and reporting mechanisms for Expulsion data (200), including Stipulated Expulsions (if applicable), for all students with special education indicators to examine disproportionality, that includes:</p> <ul style="list-style-type: none"> ▪ List of students (general and special education) expelled with a stipulated expulsion, including: <ul style="list-style-type: none"> • SSID, District ID, last name, first name, date of birth, gender, race, school location code, grade, disability codes (primary 1 and 2), 504 Plan, EL Status (yes or no) date of expulsion, and reason for expulsion • Manifestation Determination Review (MDR) IEPs (specify if one was not held) ▪ List of students (general and special education) who were subjected to a behavioral hearing, including: <ul style="list-style-type: none"> • SSID, District ID, last name, first name, date of birth, gender, race, school location code, grade, disability codes (primary 1 and 2), 504 Plan, EL Status (yes or no) date of behavioral hearing, and reason for hearing 	<p>Accurate and timely data is necessary to inform accurate and realistic baselines and goals.</p>	<p>Sep 1, 2024</p>	<p>One time</p>

<ul style="list-style-type: none"> • Documentation of hearing and results of disciplinary action including change of placement • MDR IEPs (specify if one was not held) <ul style="list-style-type: none"> ▪ List of students (general and special education) who were subjected to a voluntary or involuntary transfer, including: <ul style="list-style-type: none"> • SSID, District ID, last name, first name, date of birth, gender, race, school location code, grade, disability codes (primary 1 and 2), 504 Plan, EL Status (yes or no) date of behavioral hearing, and reason for hearing: <ul style="list-style-type: none"> • Documentation of voluntary or involuntary transfer • MDR IEPs (specify if one was not held) 			
<p>4. SCUSD shall review, analyze, and revise/ update as needed all relevant policies (i.e., the following BPs and associated ARs) corresponding to these specific directives to ensure attention to equitable and just outcomes and consistency and accountability across the district.</p> <ul style="list-style-type: none"> ▪ BP & AR 5131, 5137, 5138, 5144, 5144.1, 5144.2, as well as, ▪ BP & AR 5145.11, Questioning And Apprehension By Law Enforcement (should address accommodations for students with disabilities) ▪ BP & AR 6158, Independent Study (should address appropriateness of independent study for students with disabilities as educational and disciplinary placements). <p>See Appendices C and D for resource documents.</p> <p>Revised policies must be approved by IM prior to adoption by district.</p>	<p>SCUSD discipline policies emphasize alternatives to exclusionary discipline to help reduce SCUSD's reliance on ISS, OSS, expulsion, behavior hearings, involuntary and voluntary transfers, and referrals to law enforcement in general and particularly with regard to Black students and Black students with disabilities.</p>	<p>First reading: January 15, 2025</p> <p>Adoption: March 15, 2025</p>	<p>One time</p>

<p>5. SCUSD shall create and enforce the calibrated use of a districtwide system (with clearly defined terms distinguishing between Proactive (preventative – before behaviors causing removal) vs reactive (responsive after behaviors causing removal) and punitive vs restorative to track and monitor every instance (all types of removal) that a student is removed from the classroom or instructional time or receives a punitive consequence on the basis of behavior (e.g., office referral, informal suspension, “buddy rooms,” detention, etc.). This system will connect with the district’s student information system (and if different, to the larger knowledge management system) to enable centralized monitoring at the student and school level and will utilize a form (e.g., “Behavioral Referral Form”) that includes:</p> <p>(a) student’s name/identifying information, (b) referrer’s name (e.g., teacher), (c) the behavior precipitating the exclusion from instructional time, (d) a listing of all interventions attempted prior to the referral out, (e) the referrer’s recommended office action (e.g., restorative process, time-out, detention, sent home, suspension, etc.), and (f) estimated instructional time to be lost.</p> <p>Implementation of the new form and procedure will, at minimum, roll out in annual cohorts of 25 sites each and across the district. This data will be required to establish a baseline and additional actions – and to maintain the data each year after baselines have been established.</p> <p>IM must review and approve the monitoring system that the District creates. District and IM will collaborate to update sequencing, metrics or other improvements - if needed – for cohorts 2 and 3.</p>	<p>The district is able to monitor all behavioral referrals that result in lost instructional time and improves its ability to monitor disparities in behavioral referrals by race, disability, school, and class.</p>	<p>System and Form completed and implemented, at minimum, with the first cohort of 25 schools by Sep 30, 2024</p> <p>Training completed by Dec 1, 2024 and by Sep 1 for following years.</p> <p>Data collected and reported monthly.</p> <p>District and IM will collaborate on improvement annually before May 1</p>	<p>One time</p> <p>Annually through 2028-2029 school year</p> <p>Monthly through 2028-2029 school year</p> <p>Revisited and finalized annually by May 1</p>
<p>6. SCUSD shall develop, review with all schools annually, and enforce the fidelity of using and abiding by a procedural manual and discipline/ intervention matrix (see</p>	<p>Revised discipline policies are clearly delineated to assist school personnel in</p>	<p>Draft - Oct. 15, 2024</p>	<p>PD delivered</p>

<p>Sample Behavior Matrix from Alameda Unified 2023–2024) to guide site administrators when issuing school discipline (i.e., ISS, OSS, expulsion, behavior hearings, involuntary and voluntary transfers, and referrals to law enforcement) compliant with California Education Code (including 48900) and including but not limited to, first issuing alternatives to suspensions or OMCs (consistent with MTSS and restorative practices over punishment), notification to parents, and an appeal process, as well as data entry and maintenance procedures. School practices must be guided by larger district matrix/ system to allow comprehensive data analysis.</p> <p>Procedures must include a process for collecting and recording implementation and fidelity of these practices for each school and across the district to be reported to IM monthly.</p> <p>Manual and related policies must ensure attention to equitable and just outcomes and consistency and accountability across the district. Manual and related policies must include tracking and accountability mechanisms for ensuring fidelity of use across the district.</p> <p>As with all in this plan, manual and related policies must explicitly commit to anti-bias/anti-racist and restorative practices and results.</p> <p>Revised procedural manual must be approved by IM prior to adoption by district.</p>	<p>implementing the revised disciplinary approach.</p>	<p>Final - Jan 15, 2025</p> <p>PD for first Cohort completed by Mar 15, 2025</p>	<p>Annually by Aug 31</p> <p>Monthly reporting through 2028-2029 school year</p>
<p>7. The parties shall develop a script (and SCUSD develop a related policy) to be followed and to be referenced verbally (when meeting in person) and shared in writing (in the family's home language) with parents by the site administrator or administrative designee whenever a Student with Disabilities and/or Black student is being recommended for suspensions, expulsions/ disciplinary transfers, referred to law enforcement, or subjected to a</p>	<p>Families whose Black students and SWD are being referred for suspension and expulsion, and school administrators who are making these referrals, are all fully aware of the district's prior pattern and efforts to remediate.</p>	<p>Aug 30, 2024</p>	<p>Annual at Aug PD through 2028-2029 school year.</p>

<p>restraint. The developed script is to make clear, among other things, that the district is facing a history of, and seeking to reduce the practice of, bias as evidenced by disproportionately referring or engaging Students with Disabilities and/or Black students being disproportionately referred for suspensions, expulsions/ disciplinary transfers, restraints, and law referrals. This script will also advise parents of the process administrators are required to take, such as considering other means of correction, to provide for transparency and accountability. Key elements of the script must also be written in the disciplinary form. Specific language for this script must be approved by IM prior to adoption by the district.</p>			
<p>8. SCUSD shall require site administrators to review and sign off on monthly, site-level data reports – including monitoring mechanisms, counselor notes, School-Wide Information System (SWIS) data reports, discipline reports (including behavior referral forms, OSS, ISS, OMC, expulsion, behavior hearings, involuntary and voluntary transfers, referrals to law enforcement, and detention lists) disaggregated by race/ ethnicity, disability, and EL status–prepared by the central office. Signature must be accompanied by district created and IM approved statement verifying each site administrator has reviewed monthly data for a purpose aligned with goals of this settlement. District will submit data to IM monthly.</p>	<p>Site administrators are able to closely monitor disciplinary actions and ensure that data reported to the central office and state are accurate.</p>	<p>Approved process, format and calendar due Aug 19, 2024.</p> <p>Monthly reports starting October 2024.</p>	<p>One time approved process, format and calendar.</p> <p>Monthly reports through 2028-2029 school year.</p>
<p>9. SCUSD shall form a district committee comprised of school and community representatives to define and review effectiveness of its policy requiring an MDR for students with disabilities with six (6) days or less of suspension through data-driven and evidence-based analysis. The committee will make recommendations – including whether or not to continue, eliminate, or change the policy as well as</p>	<p>The district is able to determine whether or not discipline being imposed on students with disabilities is appropriate (i.e., whether misconduct is a manifestation of the student's disability) in a timelier manner.</p>	<p>Formation of committee: Oct 15, 2024</p> <p>Report out recommendations: March 15, 2024</p>	<p>At least monthly meetings</p>

how to report and review future data to the IM for approval.			
10. SCUSD shall create (for approval from the IM) and conduct an annual parent/ family and secondary student survey (at least 50% participation) in all of the county's threshold languages to gauge student and family experiences, including whether the agreed upon statement/ script from action item #7 above was read AND distributed whenever SWD and Black students were referred for suspensions, expulsions/ disciplinary transfers, restraints, and law enforcement referrals.	SCUSD and the IM will have data to measure impact in creating more positive and well-informed experiences among parents/ families.	Survey approved by Dec 15, 2024 Data collected/ submitted annually by Apr 1	Annually through 2028-2029 school year
SCUSD shall enable the IM access required to conduct the following monitoring activities:			
11. IM shall establish (policy and target) outcomes in one or more areas of in-school disciplinary removals based on onsite monitoring.	To establish outcomes for in-school disciplinary practices, the IM requires additional data that can be obtained only through onsite visits.	By Dec 1, 2024	One time
12. IM will conduct monthly data validation audits of all discipline data (including all behavioral referrals resulting in lost instructional time or punitive consequences, one-time and long-term suspension, expulsion, behavior hearings, involuntary and voluntary transfers, and referrals to law enforcement), including reviews of behavior supports for students with disabilities experiencing one or more periods of suspension or OMC. ³ (These data will be compiled and submitted to IM each month.)	The IM is able to authenticate data quality while also monitoring improvements in disciplinary practices and progress toward reduced disparity. Monthly data validation audit will take place over 2 full days of collaboration each month, for the IM team, not including preparation or planning.	Starting 2024-25 school year with reports submitted by 15th of following month	Monthly through 2028-2029 school year.
13. IM will monitor MDRs in IEPs to ensure they are held in a timely and objective manner, with emphasis on providing behavioral and social-emotional supports for students experiencing long-term removals (i.e., 6 cumulative days of suspension).	The IM is able to monitor the implementation of MDRs and ensure that they align with policy. This will be part of the monthly data validation audit that will take place over 2 full days	Starting 2024-2025 school year; Reports submitted by 15th of	Monthly through 2028-2029 school year

³ In all data validation audits, the IM team will look at data entered into the student information system, obtain data from any site-level monitoring systems, review other records (e.g., suspension notice forms, LRE reports, IEPs, 504 Plans, etc.), and compare these sources to determine if school personnel are entering data accurately, consistently, and completely.

	of collaboration each month, for the IM team, not including preparation or planning.	following month	
14. IM will investigate and monitor onsite disciplinary practice, including ISS, OMCs, teacher-issued period suspensions/ detentions, expulsions, behavior hearings, involuntary and voluntary transfers, and referrals to law enforcement, to determine whether disparities exist for students with disabilities and Black students with disabilities. District will ensure submission of this data, to include site-level data, monitoring mechanisms, looking at Student Information System (SIS) data including counselor notes, suspension notice forms, detention lists, etc.	The IM is able to visit sites to verify disciplinary practices.	Benchmark setting by Nov 15, 2024 and then monthly submission of data reports	Monthly through 2028-2029 school year
15. IM will work with SCUSD's MTSS subcommittee to establish a rubric and will use the rubric to review the effectiveness of districtwide MTSS and alternatives to suspension at schools, which may include, but are not limited to, restorative practices and Positive Behavior Interventions and Supports, and will update the action plan as a result of these findings.	The IM is able to monitor success in the implementation of evidence-based systems of support and alternatives to exclusionary discipline.	By Nov 15, 2024	One time
16. IM will review annual Professional Development (PD) agendas in which school administrators receive instructions that they must reference verbally (when meeting in person) and share in writing (in the family's home language) the suspension disproportionality statement whenever a SWD or Black student is referred for suspensions, expulsions/ disciplinary transfers, restraints, and law referrals.	The IM is able to monitor the district's compliance in delivering this message to school administrators.	Annually by Sep 15	Annually through 2028-2029 school year
17. IM to approve family survey. IM will analyze the data with school and community partners.	The IM is able to monitor success in creating more positive and well-informed experiences among parents/ families.	Dec 15, 2024 Apr 30 annual	Annually through 2028-2029 school year

Directives 3, 4, and 5: Reduce Segregation of Students with Disabilities and Black Students with Disabilities

- 3. Substantial reduction in the placement of students with disabilities in segregated settings*
- 4. Substantial reduction in the placement and/or disproportionate placement of Black students with disabilities in segregated settings*
- 5. Substantial increase in the placement of students with disabilities, in particular Black students with disabilities, in inclusive and integrated classrooms, schools, and school settings in the Least Restrictive Environment (“LRE”), as measured by the percentage of time outside of the general education setting*

Baseline Data Findings

LRE data do not appear reliable for establishing outcomes, which necessitates the aforementioned review of cases and focus groups. Despite questions that analysts continue to have on the accuracy of SCUSD’s LRE data, trends and patterns indicate that Black students with disabilities are at higher risk for being placed in more restrictive environments.

For example, and specifically, John Morse Therapeutic Center had an enrollment of 39 students at the end of the 2022–23 academic year, and key informants from the district have stated that parents often feel forced to accept this placement and that the district uses the site for removal of students experiencing behavioral difficulties.

Actions and Targets

The district must review and revise policies, procedures, and practices pertaining to LREs for students with disabilities, with special attention to Black students with disabilities. Actions listed in the table below require the district to revise policies and procedures; address the placement of students with disabilities and Black students with disabilities in more restrictive placements through an LRE analysis process based on the four-prong test established by *SCUSD v. Rachel H.*; institutionalize new LRE practices within systems and through Professional Development (PD); devise a framework, standards, and plans for more inclusive education and for the closure, restructuring, or reconstituting of fully segregated school sites; and build capacity for more inclusion through staffing and evidence-based reading programs. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions.

The actions are designed to move the district away from its use of segregated settings for all students with disabilities, with a particular focus on Black students with disabilities, with the intention of effecting the following measurable targets.

- F.** *By the end of the 2028–29 school year, 50% of schools will have full inclusion co-teaching model programs.*
- G.** *By June 2025, SCUSD will adopt a rubric to delineate criteria for closing programs that are deemed ineffective and “culturally destructive.”*
- H.** *Based on reliable 2024-25 data (submitted by March 1, 2025), and analyzed by IM (May 15, 2025), fully segregated school sites that have met the standard for closure in the rubric designed in Action #9, will be closed by the end of the 2025–26 school year.*

Table 4: Overrepresentation In More Restrictive Placements (Least Restrictive Environment [LRE])

Required Actions	Goal(s)	Timeframe	Frequency
<p>1. SCUSD shall provide to the IM updated and complete student files in electronic format for students from February 27, 2024 request. This will include, specifically:</p> <ul style="list-style-type: none"> ▪ IEPs and detailed class schedules (period by period, including elementary school students) for fall 2023 for students listed in February 27 request. ▪ In addition to latest IEP, psychoeducational assessment reports, and pre-referral forms (i.e., SSTs) for students listed. 	Accurate and timely file reviews inform accurate and realistic baselines and progress findings.	Sep 1, 2024	One time
<p>2. SCUSD shall review, analyze, and revise/ update as needed all relevant policies, associated ARs, and district procedures (i.e., the following BPs and associated ARs) corresponding to these specific directives to ensure attention to equitable and just outcomes and consistency and accountability across the district, to include ensuring the use of a Least Restrictive Environment (LRE) analysis process/ checklist developed by SCUSD and approved by the IM (see Table 6 pertaining to Directives 7, 8, and 9).</p> <ul style="list-style-type: none"> ▪ BP & AR 6158, Independent Study (should address appropriateness of independent study for students with disabilities as educational and disciplinary placements) ▪ BP & AR 6159, 6159.4 Nonpublic, Nonsectarian School And Agency Services For Special Education 	SCUSD LRE policies and practices follow a clear checklist protocol to promote consistent and unbiased decision-making.	<p>Draft for Approval – Nov 15, 2024</p> <p>First Reading – January 15, 2025</p> <p>Adoption – March 15, 2025</p>	One time

All revised policies and procedures must be approved by IM prior to adoption. (See sample checklists as examples for SCUSD to adapt.)			
3. SCUSD shall review, analyze, and revise/update policy requiring schools to implement the LRE analysis process at every IEP meeting – to include explicit efforts to gather information from family / participants. Revised policies and procedures must be approved by IM prior to adoption by district. ⁴	LRE analysis process (checklist) is not optional and is implemented consistently across the district.	Oct 1, 2024	One time
4. SCUSD shall review, analyze, revise, and improve a procedural manual on the Least Restrictive Environment (LRE) analysis process, determining LRE time, and data recording practices. The LRE analysis process must be based on the four-prong test established by SCUSD v. Rachel H. The manual must be approved by IM prior to adoption by district.	Revised LRE policies and processes are clearly delineated to assist school personnel in implementing an approach that minimizes the use of segregated settings, seclusion, and other restrictive practices and environments.	Oct 1, 2024	One time
5. SCUSD shall review to develop and/or improve an interactive professional development (PD) plan (materials, trainings, schedules) for all key personnel (administrators, school psychologists, behaviorists, program specialists, teachers of students with disabilities, etc.) across at least current and past cohort schools and districtwide, regarding the LRE analysis. This training must include an assessment to measure impact. Final plan must include input from plaintiffs (i.e. committee, oversight committee review and input) and must be approved by the IM prior to adoption by district. Until the IM is asked for additional support to complete any actions, the assumption is that the district will determine how to ensure authentic input from plaintiffs in its plan to be approved by the IM; these can include well-facilitated and documented focus groups, district committees, partnering with	Key district personnel (e.g., school psychologists, administrators, and SpEd educators) are trained to implement new LRE procedures.	Plan annually by Sep 1, 2024 Trainings by Oct 15, 2024 Then trainings annually by Sep 1	Annually by Sep 1 through 2028-2029 school year

⁴ G. Peters, SF-CESS, Version 1, 2005-2020 (Based on Cultural Proficiency: A Manual for Leaders, Lindsey, R.B., Robins, K.N., Terrell, R.D., Corwin Press Inc., 1997)

an outside agency who will collaborate with plaintiffs, etc.			
<p>6. SCUSD shall develop and/or revise and improve a PD plan (materials, trainings, schedules) on inclusive practices for all teachers across at least current and past cohort schools and district representatives; plan should be devised based on schoolwide data and input from educators and plaintiffs. This training must include an assessment process to measure impact.</p> <p>District must collect and report attendance and assessment/impact data for IM to monitor in accordance with the PD schedule.</p> <p>Plan must be reviewed and approved by the IM prior to adoption by district. Focus will be on cohort schools, evolving to all schools over three years.</p>	All teachers are trained to understand the importance of and implement inclusive practices.	<p>PD plan approved by October 1, 2024.</p> <p>Training started within Semester 1, 2024-2025 school year.</p>	PD delivered annually to future cohorts by Sep 15 through 2028-2029 school year
<p>7. SCUSD shall embed the LRE analysis form in Special Education Information System (SEIS) as a part of each student's IEP.</p> <p>SCUSD shall provide, ensure and communicate that the LRE analysis form is not additional work but more effective and required work.</p>	Every assessment, including those conducted for Black students, are guaranteed to follow the LRE analysis process (checklist).	<p>Form completed and approved by Aug 21, 2024</p> <p>Communicated to staff to be used by September 15, 2024</p>	One-time embedding Annual PD / communicate each Aug through 2028-2029 school year
<p>8. SCUSD shall establish a framework and plan for developing fully inclusive schools (at least including and using a co-teaching model) based on feeder patterns. This plan must detail the allocation of resources needed to ensure alternatives (to the use of segregated settings) are truly inclusive and accommodating, that they support student success, and that they support staff to provide inclusive environments.</p> <p>Framework and plan must be approved by IM prior to adoption by district.</p>	The district has thoroughly analyzed its resources, needs, and assets (as well as feeder patterns) to develop a reasonable, feasible, and responsive framework that will guide fully inclusive schools.	Nov 15, 2024	One time

<p>9. SCUSD shall establish a district committee led by the IM (comprised of school representatives, District representatives, and community representatives) charged with analyzing data around the use of SCUSD fully segregated school sites and immediately following such analysis developing standards/rubric for the restructuring, or reconstituting, or closure of fully segregated school sites (e.g., John Morse Therapeutic Center and Mark Hopkins Elementary School) – while ensuring a continuum of effective placements and options for students pursuant to the requirements of the IDEA. The criteria and plan shall clearly delineate the requirement that resources be allocated to support the academic, behavioral, and social- emotional needs of students, including such needs of students who would be displaced by such restructuring, reconstituting, or closure. The criteria and plan must be approved by IM prior to adoption by district.</p> <p>The criteria and plan must be approved by IM prior to adoption by district.</p>	<p>The district has established clear criteria for the closure, restructuring, or reconstituting of fully segregated school sites, with the specific intention of reducing the district’s reliance on more restrictive environments.</p>	<p>Committee established by Sep 1, 2024</p> <p>Criteria and plan submitted by Nov 15, 2024</p> <p>Rubric-related data due by Mar 1, 2025</p>	<p>One time</p>
<p>10. The Independent Monitor shall propose a clearly defined job description for the position of SCUSD's Reading Specialist. The District shall then create a committee responsible for reviewing the Independent Monitor's proposed job description and may propose revisions to the job description. The Independent Monitor must approve the job description. Upon final approval of the job description by the Independent Monitor, the committee shall then develop: 1) an infrastructure for, and adopt and support with fidelity and resources (training, staffing, materials, etc.), an evidence-based reading curriculum; 2) a recommendation of a ratio for the hiring of reading specialists to focal students; and 3) a plan to implement the foregoing. It is the responsibility of the committee to clearly define the term "focal students" for the context and purpose of the plan. The definition of "focal students," criteria, and plan must be approved by the</p>	<p>The district has sufficient reading specialists to support literacy gains for students struggling to achieve grade-level standards.</p>	<p>Dec 1, 2024</p>	<p>One time</p> <p>Reviewed annually by Apr 30 through 2028-2029 school year</p>

Independent Monitor prior to adoption by the District. The District must then implement the plan.			
11. SCUSD shall propose a clearly defined job description and job title for the purposes of the hiring of inclusion specialists to support teachers and staff in the development of inclusive practices and utilization of the rightful presence framework. The job description and job title shall be subject to approval by the IM. Upon final approval of the job description by the IM, the District shall then establish a committee to review the job description and develop accordingly: 1) an evidence-based infrastructure for training, staffing, and resources for the specialist; 2) a recommendation for a ratio of hiring of the position to focal students; 3) a definition of "focal students" and 4) a plan to implement the foregoing. The recommendations and developments must be approved by the IM prior to final adoption and implementation of the plan by the District.	The district demonstrates commitment to increasing the proportion of inclusion specialists vis-a-vis the size of the student body.	Sep 15, 2024	One time Reviewed annually by Apr 30 through 2028-2029 school year
SCUSD shall enable the IM access required to conduct the following monitoring activities:			
12. IM team will develop data collection instruments to conduct validation audits on LRE data. ⁵	The IM is able to authenticate data quality while also monitoring progress toward reduced disparity.	Sep 15, 2024 Then annually by Sep 1	One Time with annual review through 2028-2029 school year
13. IM will monitor compliance with the LRE analysis checklist on a quarterly basis.	The IM is able to monitor success in the implementation of the adopted LRE analysis process (checklist).	Quarterly by Oct 1, Jan 1, Apr 1, Jun 1	Quarterly through 2028-2029 school year

⁵ In these validation audits, the IM team will look at class schedules and compare against LRE time in IEPs to determine whether data are entered accurately, consistently, and completely.

14. IM will conduct LRE walks, using an IM-developed protocol, at a sample of approximately 25% of the district's schools, across elementary and secondary sites, across a broad geographic spread, and along the range of more inclusive and less inclusive sites. Sites will be identified collaboratively between IM and SCUSD (or randomly selected).	The IM has access to additional information to determine the state of each school's readiness for integrating students with disabilities into the general education environment.	Starting Oct 1, 2024	One time per school site, one 25-site cohort per year through 2028-2029 school year
15. IM will review meeting notes and / or observe PD planning process to ensure PD for inclusive schools is informed by data and input from educators and plaintiffs.	The IM is able to ensure that educators and plaintiffs have input into the data-informed PD plan.	Sep 15, 2024	One time
16. IM will review records and post-training evaluations for PD for inclusive practices.	The IM is able to ensure that PD for inclusive practices is delivered to all teachers effectively.	Annually by Sep 15	Annually through 2028-2029 school year
17. IM will use rubric designed in action item #9 above to assess fully segregated school site data and determine where each school site is assessed including if a school site is required to be closed and by when.	The IM (and ultimately SCUSD) is able to remove segregated sites that do not demonstrate a commitment to antiracist, high quality, options and results only for students.	Annually by Mar 1	Annually through 2028-2029 school year

Directive 6: Reduce Bullying and Harassment of Students with Disabilities and Black Students with Disabilities

6. Substantial reduction in incidence of and disproportionality in bullying and harassment of students with disabilities and Black students with disabilities and staffing and structures, including delineated staff responsibilities and duties, to support a functional and robust system that properly responds to, remediates, and prevents the bullying and harassment of students with disabilities and Black students with disabilities; analysis regarding the foregoing shall include addressing the effectiveness of school safety plans and their implementation

Baseline Data Findings

Although there were no recent data findings to enable a specific data target in terms of reducing disproportionality (because few districts or sites monitor the demographics and disabilities of bullying targets), the IM did discover that the California Healthy Kids Survey (CHKS) [report for Sacramento City Unified](#) from 2019–20 shows (on Table A9.7 on page 54) that Black/ African American students had higher-than-average percentage rates of experiencing bullying or harassment in 7th, 9th, and 11th grades (overall 33, 32, and 29; Black 39, 34, and 37, respectively). A more recent CHKS report could shed light on the issue and help the IM set a target. Any bullying data that the district maintains would also be useful in this.

Actions and Targets

The district must review, revise, and monitor practices designed to prevent, respond to, and remediate bullying and harassment in general and with respect to students with disabilities and Black students with disabilities; develop a corresponding procedural manual; and improve its data collection processes vis-a-vis instances of bullying and harassment. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions.

The aim of these actions is to affect the following measurable targets during the five-year period designated by the settlement agreement. It should be noted that because sufficient baseline data were not available, these targets may be modified as the IM gathers more reliable data.

- I. Reduce instances of bullying and harassment overall by 10% every year.*
- J. Reduce instances of bullying and harassment targeting Black students and students with disabilities by 20% every year.*

Table 5: Disproportionate Bullying			
Required Actions	Goal(s)	Timeframe	Frequency
1. SCUSD shall provide initial data to and collaborate with the IM and Oversight Committee to establish baselines, goals, and actions related to disproportionality for SWDs, Black SWDs, and Black students.	SCUSD must have baseline data, goals, and actions to transform inequitable disproportionality in bullying and harassment.	Sep 15, 2024	One time
2. SCUSD shall establish, train staff, and enforce the use of a system to collect and report reliable and consistent bullying and harassment data across all schools – including demographics that allow data to be broken down to identify disproportionality as it relates to any students – and in particular SWDs, Black SWDs, and Black students, as well as actions and impact data. Data should allow SCUSD and IM to distinguish not only demographic patterns, but also frequency of incidents/ parties as represented in data. Data collection should also include summary of incident and outcome/consequences (including discipline) that resulted from incident. Plan must be approved by IM prior to adoption by district.	SCUSD must have baseline data, goals, and actions to transform inequitable disproportionality in bullying and harassment.	Nov 1, 2024	One time Reviewed annually Data to be provided monthly as part of discipline data reports through 2028-2029 school year
3. SCUSD shall review Bullying and Harassment policies (i.e., the following BPs and associated ARs: 5145.1, 5145.3, 5145.7, 5145.9) through at least three community sessions (to include families, students, staff, and community) where current data shall also be reviewed. These sessions shall be co-sponsored with the Black Parallel School Board to ensure high levels of parent/family involvement.	The SCUSD community has an authentic opportunity to review bullying and harassment data and weigh in on district policies related to bullying.	Jan 09, 2025	One time
4. Using data from community sessions/ action item #2 above, SCUSD shall develop revised policy/policies, compliant with CA Ed Code, ensuring that bullying policy does not espouse “zero tolerance” policies, which have been shown to increase use of exclusionary discipline, often to the	SCUSD bullying and harassment policies are revised to ensure they align with best practices for responding to, remediating, and preventing the bullying and harassment of all students, particularly those	Draft by Nov 15, 2024 Final by Jan 9, 2025	One time

<p>detriment of students with disabilities and Black students.</p> <p>Any revised policies shall apply to bullying and harassment perpetrated by SCUSD staff and SCUSD students alike.</p> <p>Revised policies must be approved by IM prior to adoption by district.</p>	<p>with disabilities and Black students with disabilities.</p>	<p>Adoption by Mar 5, 2025</p>	
<p>5. SCUSD shall develop a procedural manual, compliant with CA Ed Code, to guide school staff on how to prevent and respond to bullying and harassment in evidence-based, community-building, empathy-focused, and restorative ways that specifically reduce the likelihood of bullying against students with disabilities and Black students with disabilities; SCUSD shall ensure that practices are consistent across the district. The procedural manual must be approved by IM prior to adoption by district.</p>	<p>SCUSD has consistent and clear procedures for the prevention, response, and remediation of bullying and harassment, which include clearly delineated staff responsibilities and duties.</p>	<p>Nov 15, 2024</p>	<p>One time</p>
<p>6. SCUSD shall ensure there is an IM approved system for accurately monitoring bullying and harassment data at every site (at minimum, in current and past cohorts of 25 sites each and across the district), including the collection of demographics for who is accused of and who is being targeted in bullying and harassment incidents. This system must be approved by the IM prior to adoption.</p>	<p>All site administrators within SCUSD have received instruction and training in how to accurately monitor bullying and harassment data.</p>	<p>Oct 31, 2024</p>	<p>One time</p>
<p>7. SCUSD's Bullying Prevention Specialist (or their supervisor or whatever position is leading Bullying Prevention efforts) shall participate in Oversight Committee (to meet weekly) and design/ facilitate monthly data validation audits with site leaders to ensure bullying and harassment monitoring is occurring and being used to inform leadership and its decisions at all school sites (at minimum in cohorts of 25 sites, reaching all schools over three years) and that they include the aforementioned details. Data report plan and validation audit protocol to be approved by the IM prior to adoption.</p>	<p>Monthly audits of data (which may necessitate empathy interviews) ensure that detailed bullying and harassment data are being collected and monitored consistently across all SCUSD sites.</p>	<p>Starting 2024-2025 school year</p>	<p>Monthly through 2028-2029 school year</p>

SCUSD shall enable the IM access required to conduct the following monitoring activities:			
8. After initial data review, IM will monitor SCUSD's monthly bullying and harassment data (current and past cohort schools and across district) to ensure bullying and harassment monitoring is occurring at all school sites and that it includes the aforementioned details. (This data will be provided by the district each month.)	Monthly audits of data (which may necessitate empathy interviews) ensure that detailed bullying and harassment data are being monitored consistently across all SCUSD sites.	Starting 2024-2025 school year	Every two months through 2028-2029 school year
9. IM will conduct systematic review and follow-up of all school safety plans to check for comprehensiveness and consistency of implementation, particularly in regard to the prevention, response, and remediation of bullying and harassment.	School safety plans at every SCUSD site clearly articulate strategies and policies to prevent and respond to potential incidents of bullying and harassment in all of its forms, particularly in regard to students with disabilities and Black students with disabilities.	Annually by Sep 30	Annually through 2028-2029 school year

Directives 7, 8, and 9: Comply with Child Find Obligations re: Over & Under-Identification of Black Students to SpEd and Timely Referrals

7. Compliance with Child Find obligations, including in a manner that appropriately identifies Black students with disabilities without over-identifying or under-identifying Black students for special education and particular disability categories

8. Compliance with obligation to refer students suspected of having a disability for special education assessment in a timely manner, analysis of which shall include the efficacy of and need for Student Study Teams

9. Substantial reduction in over-identification or under-identification of Black students for special education

Baseline Data Findings

Overall risk of identification for Special Education is higher in SCUSD than in the state of California or the nation. Black students have a risk ratio over 3.0 for Emotional Disturbance (ED) and Other Health Impairment (OHI), demonstrating significant disproportionality within those categories. Further analysis demonstrates significant disproportionality among English Learner (EL) students (particularly those who are Hispanic and Hmong-speaking) as well, suggesting that assessment procedures within the district require substantial investigation and revision.

Overall Risk for SpEd Identification

- SCUSD risk for SpEd identification: 17.0%
- California: 13.0%
- National: 15.0%

SCUSD Disproportionality Data:

Black Students' Risk for SpEd Identification

- Black student proportion of total enrollment: 12.6%
- Composition Index: 19.0%
- Black student risk for SpEd identification: 25.6%
- Black student Risk Ratio for SpEd identification: 1.63

Emotional Disturbance (ED)

- Overall risk for ED identification: 0.46%
- Black student proportion of total enrollment: 12.6%
- Composition Index: 29.4%
- Black student risk for ED identification 1.1%

- Black student Risk Ratio for ED identification: **3.31**

Other Health Impairment (OHI)

- Overall risk for OHI identification: 2.55%
- Black student proportion of total enrollment: 12.6%
- Composition Index: 28.3%
- Black students risk for OHI identification: 5.8%
- Black student Risk Ratio for OHI identification: **3.12**

Intellectual Disability (ID)

- Overall EL risk of ID: 0.21%
- EL Hispanic students' risk for ID: 0.32%
 - Risk ratio: **2.28**
- EL Hmong risk 1.05%
 - Risk ratio: **5.56**

Specific Language Impairment (SLI)

- Overall EL risk of SLI: 0.82%
- EL Hispanic students' risk for SLI: 1.38%
 - Risk ratio: **3.24**
- EL Hmong risk for SLI: 3.30%
 - Risk ratio: **4.48**

Specific Learning Disability (SLD)

- Overall EL risk of SLD: 1.78%
- EL Hispanic risk for SLD: 3.30%
 - Risk ratio **4.48**
- EL Hmong risk for SLD: 6.75%
 - Risk ratio: **4.17**

Autism Spectrum Disorder (ASD)

- Overall EL risk for Autism (ASD): 0.55%
- EL Hmong risk for Autism: 2.2%
 - Risk ratio: **4.57**

Actions and Targets

The above-listed figures suggest that racial bias and language barriers may be leading SCUSD to mis-identify some students as having a disability that they may not have. The district must improve its systems for special education identification and IEP reviewing practices, including but not limited to enhanced translation and

interpretation services. Actions listed in the table below require the district to revise policies and procedures; develop a procedural manual; institutionalize new practices within systems and through Professional Development (PD); and build capacity for linguistic access in special education processes. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality, and measure successful implementation of actions.

The aim of these actions is to affect the following measurable targets within the five-year period designated by the settlement agreement.

- K.** *Reduce the risk or rate of special education identification for Black students to 13% or less. This constitutes approximately a 50% reduction to current rates in SCUSD.*
- L.** *Decrease the overall rate of special education identifications to 13%, comparable to the state average. This constitutes approximately a 25% reduction.*
- M.** *90% of all students referred for special education will demonstrate compliance with the comprehensive evaluation checklist.*
- N.** *Reduce the risk or rate of ED identification for Black students to 0.55% or less. This constitutes a 50% reduction.*
- O.** *Increase the percentage of Black students with ED receiving counseling (minimum 30 minutes per week) and BIPs to 90% or greater.*
- P.** *Reduce the risk or rate of OHI for Black students to 3.8% or less. This constitutes a 35% reduction.*
- Q.** *Increase the percentage of Black students with OHI receiving counseling (minimum 30 minutes per week) and BIPs to 60% or greater.*
- R.** *Reduce the risk or rate of special education identification for EL Hispanic students and EL Hmong by implementing the CEP-EL process to all students with 90% compliance for all EL students.*
- S.** *Every year, a majority of parents/families and secondary students responding to the survey, for whom the question is relevant, indicate that the statement pertaining to the district's prior pattern and efforts to remediate was read.*

Table 6: Overrepresentation In Special Education Identification

Required Actions	Goal(s)	Timeframe	Frequency
1. SCUSD shall provide to the IM updated and complete enrollment data of all students originally requested in February. Specifically, this includes previously required data related to enrollment data for students with 504 plans and all requested	Accurate, calibrated, and timely data supports developing relevant benchmarks, goals, and progress findings.	Sep 15, 2024	One time Annually; after that by June 30 through

<p>data for End of Year (EOY) 2024. Specifically,</p> <ul style="list-style-type: none"> ▪ EOY enrollment data for all students with disabilities (SIS and SEIS), including SSID, District ID, last name, first name, date of birth, gender, race, school location code and the following: <ul style="list-style-type: none"> ○ Special Education program code (SDC, RSP, NPS, etc.) ○ Designated instruction and services (DIS) service codes (i.e., counseling, speech and language, OT, etc.) ○ Behavior Intervention Plans (yes or no) ○ EL status ▪ A list of students with 504 Plans with SSID, last name, first name, date of birth, race, gender, grade, and location code ▪ List of all schools with special education programs currently available (i.e., RSP: 2 classes, SDC-ED: 1 class, SDC-ID: 1 class) ▪ List of schools that have a full-inclusion special education delivery model 			2028-2029 school year
<p>2. SCUSD shall review and revise/ update as needed, all existing Board policies, associated ARs, and procedures corresponding to these specific directives to ensure attention to equitable and just outcomes and consistency and accountability across the district and pertaining to Special Education identification and review processes to ensure they align with legal requirements, best practices (including parent/ family engagement and translation/ interpretation), and a focus on equitable access and results.</p> <ul style="list-style-type: none"> ▪ BP and AR 0403, 4112.23, 6146.4, 6159, 6159.1, 6159.4, 6162.5, 6164.4, as well as, ▪ AR 4212.22, Staff Teaching Students Of Limited English Proficiency (as it relates to students with disabilities) ▪ BP & AR 6164.5, 6164.6, Student Success Teams <p>Revised policies must be approved by IM prior to adoption by district.</p>	<p>SCUSD policies conform to current law and ensure that assessments are conducted, and services are delivered in an equitable manner (including parent/ family engagement and translation/ interpretation) to reduce the likelihood of over- or under-identification of students with disabilities, particularly with regard to Black students in OHI and ED categories.</p>	<p>Draft for Approval – Nov 15, 2024</p> <p>First Reading – Jan 15, 2025</p> <p>Adoption – March 15, 2025</p>	One time

3.	SCUSD shall develop a Comprehensive Evaluation Process checklist (to be approved by the IM). (See sample checklists .) SCUSD shall develop a policy requiring schools to implement said checklist.	Every evaluation for Special Education uses a consistent process informed by a variety of data sources to make accurate and non-discriminatory decisions about a student's eligibility (or continuing eligibility), strengths, and disability-related needs.	August 19, 2024	One time
4.	SCUSD shall develop and adopt a procedural manual to guide the field on the requirements of the comprehensive evaluation process, which shall include, among other things, procedures detailed in the CEP-EL manual .	Translation and interpretation services are available for all Special Education evaluations of students who do not (and/or whose parents/guardians do not) have English fluency, thereby reducing the likelihood of over- or under-identification of disability.	Oct 1, 2024	One time
5.	SCUSD shall develop and deliver annual training (materials and schedules) on the Comprehensive Evaluation Process checklist, Child Find, and general education interventions and referral mechanisms, such as SSTs, for all those responsible to facilitate referral, intervention, and assessment meetings. This will start with the cohorts and evolve to all necessary staff after three years.	SCUSD trains relevant school personnel (e.g., school psychologists, other SpEd assessors, administrators, and SpEd educators) in referral and assessment procedures.	November 15, 2024 for first year Annually by Sep 15 for following years	Training schedule re-issued annually through 2028-2029 school year
6.	SCUSD shall embed the Comprehensive Evaluation Process checklist into SEIS as a part of each student's IEP.	Each student's evaluation for Special Education follows the checklist, and all results are Collected and monitored in SEIS.	Aug 30, 2024	One time
7.	SCUSD shall establish edits on SEIS to 1) ensure IEP teams consider counseling and BIPs for students found eligible with ED or OHI and 2) ensure IEP teams consider second language acquisition factors. Revisions must be approved by IM prior to adoption by district.	SCUSD's SEIS reflects interventions and supports to promote more equitable assessment.	Aug 30, 2024	One time
8.	SCUSD shall ensure the availability of bilingual school psychologists and other assessors sufficient to conduct assessments	Students in SCUSD receive equitable evaluation services for special education,	Annually by Sep 1	Annually through

and shall engage live interpreters for less common languages (see Tables 11 and 14 pertaining to Directives 15 and 18, respectively).	irrespective of their English language ability.		2028-2029 school year
<p>9. SCUSD shall create a District Plan that empowers a diverse representation of staff (positions, identities) and families to develop and create, and implement an evidence-based support system (including a commitment to specific training and resources) for students who face emotional or academic barriers and who are not eligible for IEP's or 504 plans, with a specific focus on Black students who face emotional or academic barriers. The District Plan - inclusive of training and resource commitments - must be approved by the IM prior to adoption.</p> <p>In alignment with Directive 17, the District Plan and its related training and resources must have an explicit and intentional focus on culturally relevant and anti-racist practices.</p> <p>The District Plan must include at a minimum:</p> <ul style="list-style-type: none"> • As part of a data-informed, district-wide MTSS system, annually identified and prioritized, Tiers 1, 2 and 3 strategies that are explicitly culturally proficient, anti-racist, and built from student asset mindset; and • A provision for individual Personal Learning & Support Plans (PLSPs) (see Appendix C) to explicitly and intentionally identify individualized and asset-based supports for students who face emotional or academic barriers and are not eligible for IEP's or 504 plans; parents and guardians must have the right to review and participate in the decision-making regarding their respective students' PLSPs (see appendix for a template to be enhanced, personalized, and 	Students in SCUSD receive equitable evaluation services for special education, irrespective of their English language ability.	Dec 1, 2024	<p>Design/ Plan: One time; Reviewed annually</p> <p>Data provided to IM quarterly</p>

<p>adopted by SCUSD, and approved by the IM); *Please note: the example is from Success Academy, which is different than the Success Academy within SCUSD.</p> <p>This District Plan must include the collection and submission of impact data from educators and students disaggregated at least by race, gender, school, and grade. Specifically, the District must collect and report on fidelity of specifically adopted and employed, culturally responsive, and anti-racist Tiers 1, 2 and 3 supports and efforts as well as disaggregated data for who have been referred and provided these strategies as well as the progressive impact of these strategies and supports.</p>			
SCUSD shall enable the IM access required to conduct the following monitoring activities:			
<p>10. IM will monitor compliance with the Comprehensive Evaluation Process checklist for all Black students, EL students, and a sample of students from other race/ethnic groups. (This data will be provided by SCUSD monthly.)</p>	<p>The IM is able to monitor success in the district's implementation of the adopted evaluation processes and checklists and efforts to remediate over- and under-identification of Black students in OHI and ED categories and over-identification of EL students in ID, SLI, SLD, and ASD.</p>	<p>Starting 2024-2025 school year</p>	<p>Monthly through 2028-2029 school year</p>
<p>11. IM will assess the school psychologist/ counselor to student ratio to ensure sufficient support staff to provide counseling and support the implementation of BIPs (see Table 11 pertaining to Directive 15).</p>	<p>SCUSD has sufficient staffing to ensure students' BIPs are implemented properly.</p>	<p>Annually by Sep 1</p>	<p>Annually through 2028-2029 school year</p>
<p>12. Given access to people and data, IM will use file reviews and focus groups to assess the adequacy of implementation of English Language Development programs, including the availability of resources (in accordance with California Department of Education requirements for EL programming).</p>	<p>The IM is able to monitor success in the district's programs and resources for EL students.</p>	<p>Initial assessment by Sep 15, then annually by May 1</p>	<p>Annually through 2028-2029 school year</p>

Directives 10 and 12: Best Practices for IEPs and Timely and Appropriate FBAs and BIPs

10. Development of best practices, compliant with state and federal laws, to develop individualized education programs (“IEPs”), conduct IEP meetings, and related processes, including but not limited to, increased transparency (e.g., parents are notified in advance of participants, receive information about their rights, programs and services); accessibility, including language access; involvement of parents/guardians, and where appropriate, students, as equal participants with the District; contacting methods to maximize parent/guardian participation; a decision-making process/checklist geared toward placement in LRE and high academic standards; and the inclusion of District staff knowledgeable about and with the authority to identify and allocate appropriate programs, services, supports, and placements for students with IEPs

12. Timely and appropriate Functional Behavior Assessments (“FBAs”) and development and implementation of Behavioral Intervention Plans (“BIPs”)

Baseline Data Findings

No baselines were obtained for the following:

- IEP practices
- Timely completion of initial, triennial, and annual review IEPs
- Parent/guardian participation at IEP meetings
- Students’ access to programming
- Language access including the timely translation of IEPs and provision of interpreters
- Timely and appropriate FBAs and BIPs

The absence of baseline measures necessitates the additional data request listed above in Table 2: Further data collection required as soon as possible.

Actions and Targets

Despite the lack of baseline data, the following actions are important to ensure alignment with best practices. Actions listed in the table below require the district to improve its IEP processes, including but not limited to identification and evaluation, FBAs, and BIPs, and make improvements to parent/family communication through staffing and Professional Development (PD). The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions.

The aim of these actions is to affect the measurable targets, which will be developed in detail once the IM obtains requisite data.

- T. By August 15, 2024, the IM will establish outcomes for parent/family participation, language access issues, and timeliness of FBAs and BIPs.*
- U. By August 15, 2024, the IM will establish outcomes for the timely completion of initial, triennial, and annual review IEPs.*
- V. Every year, increasing proportions of parents/family members and secondary students responding to the survey, for whom the question is relevant, indicate an understanding of IEP processes and resources.*

Table 7: Best Practices for Conducting IEPs			
Required Actions	Goal(s)	Timeframe	Frequency
<p>1. SCUSD shall review, analyze, and revise/update as needed the following Board (policies), associated ARs, and practices corresponding to these specific directives to ensure attention to equitable and just outcomes and consistency and accountability across the district.</p> <ul style="list-style-type: none"> ▪ BP & AR 6158, Independent Study (should address appropriateness of independent study for students with disabilities as educational and disciplinary placements) ▪ BP & AR 6159.2, Nonpublic, Nonsectarian School And Agency Services For Special Education ▪ BP & AR 6159.3, Appointment Of Surrogate Parent For Special Education Students ▪ BP & AR 6164.5, Student Success Teams <p>Revised policies must be approved by IM prior to adoption by district.</p>	SCUSD policies and practices help reduce SCUSD's disproportionality and unequal access to assessments and services for SWD and Black SWD.	<p>Draft - Nov 15, 2024</p> <p>Final - Jan 15, 2025</p>	One time
2. SCUSD shall provide FBA and BIP files for review and analysis by the IM Team to establish baseline data and targets.	The district and IM Team require baseline data to establish realistic and informed targets and action plans.	All baseline data to be provided by Sep 1, 2024	One time

3. Intended as a reiteration of other actions listed in this action plan. SCUSD shall execute improvements to IEP, LRE, FBA, BIP, and Educationally Related Mental Health Services (ERMHS) processes as described in Tables 4, 6, 8, 9, 16, 17, and 18 and Appendix D of this action plan.	The district develops and implements best practices, compliant with state and federal laws, to ensure timely, effective, and unbiased IEP processes (e.g., family engagement, language access, LRE, academic support, inclusion, staff training, FBAs, and BIPs).	All baseline data to be provided by Sep 1, 2024 See Tables 4, 6, 8, 9, 16, 17, and 18	See Tables 4, 6, 8, 9, 16, 17, and 18
4. SCUSD shall create a series of one-page ⁶ documents or cheat sheets to communicate and detail (across multiple languages) to parents essential information plainly and directly about IEPs, their timeframes, and processes for assessments, and to guide staff on what to do if a parent/guardian has questions or concerns, to be translated in all the county's threshold languages. Document must be approved by IM prior to adoption by district.	Parents/guardians have clear expectations, knowledge of resources, and an understanding of their and their children's rights as regards to special education.	Aug 30, 2024	Reviewed / updated annually through 2028-2029 school year
5. SCUSD shall repurpose staff or hire at least two district level parent/family liaisons across cultural (i.e. racial and linguistic) differences, to build community with students with disabilities and their families, prioritizing candidates with lived experience directly relevant to the settlement.	Students with disabilities and their parents/guardians are assisted in navigating IEP processes.	Hire family liaison by Sep 30, 2024 Job description by Aug 30, 2024	One time
6. SCUSD shall develop and provide materials and training for front office staff (and anyone with a public-facing position at a school site or central office) so they can respond to parents/guardians (or direct them to appropriate resources) regarding IEP/504 assessment processes. Staff will be able to understand and provide to parents one-pagers with the required information (see Table 7.2).	The parents/guardians of students who may have disabilities are assisted in navigating IEP and 504 processes. Reduce barriers for parents who seek to learn about support for their children.	Professional learning plan or guidance submitted to IM by Sep 15 2024; IM approves plan by Sep 15, 2024; Training annually by Sep 15	Annually through 2028-2029 school year

⁶ "One-page" in this usage implies a short document that is easily accessible and understandable. It may need to be two pages (front and back of one sheet), for example, to do so.

SCUSD shall enable the IM access required to conduct the following monitoring activities:			
7. IM will investigate data provided by SCUSD and develop baselines and outcomes in the following areas (see Table 2 for specific data needed from district):	The IM has an accurate baseline against which it can measure the district's success in implementing best practices (compliant with state and federal laws), in developing IEPs, conducting IEP meetings, FBAs, BIPs, the efficacy of and need for SSTs, and translation/interpretation, to compare against best practices and statutory requirements.	Sep 15, 2024 Monitor quarterly Oct 1; Jan 1; Apr 1; Jun 1	One time Quarterly through 2028-2029 school year
<ul style="list-style-type: none"> ▪ IEP practices; ▪ Timely completion of initial, triennial, and annual review IEPs; ▪ Parent/guardian notification of and participation at IEP meetings (in addition to participation by school administrators⁷). ▪ Program access; ▪ Language access, including the timely translation of IEPs and provision of interpreters; ▪ Timely and appropriate FBAs and BIPs ▪ SST Effectiveness 			
8. SCUSD shall make available to IM a sample (at least current and past cohort schools and districtwide) of FBAs and BIPs for students experiencing disciplinary removals to gauge timeliness and appropriateness (matching diagnoses, IEPs/504s, and actual services) of these supports, including the effectiveness of BIP implementation (e.g., whether students with diagnoses such as ED, ASD, Attention Deficit Disorder, etc. are getting the support as expected for the disability category and specific manifestations of those diagnoses).	The IM has an accurate baseline against which it can measure the district's success in improving timeliness and appropriateness of FBAs and BIPs.	Monitor quarterly Oct. 1; Jan 1; Apr 1; Jun 1	Quarterly through 2028-2029 school year
9. IM will conduct an annual parent/family and secondary student survey in all of the county's threshold languages to gauge student and family experiences, including their knowledge of, perceptions of, and participation in IEP processes. (Access and distribution will be conducted by SCUSD.)	The IM is able to monitor and measure the district's success in implementing best practices (compliant with state and federal laws) in parent/guardian and student engagement in IEP evaluation and meetings.	Sep 15, 2024 for baseline data of previous year Then annually by March 15 for years 2025-2029	Annually through 2028-2029 school year

⁷ In interviews, district staff indicated that school administrator attendance improves special education service delivery, continued adherence to IEP plans, and relationships with parents and guardians. This is supported by the [National Association of Elementary School Principals](#).

Directive 11: Analyze the District's ERMHS

11. Analysis of the District's Educationally Related Mental Health Services ("ERMHS") teams and processes to promote adequate, effective, timely and appropriate access to students

Baseline Data Findings

In interviews with district staff, the IM team learned the following regarding ERMHS:

- Only students who have been identified for Special Education can access ERMHS, and it applies only to students who need "intensive" support. Students with more moderate/Tier 2 type needs are given more informal support and potentially a SpEd assessment;
- The district has hired additional social workers, which has helped the ERMHS process be more timely;
- ERMHS plans are revisited only every three years;
- Previously, most school social workers were not licensed clinicians and were not allowed to lead the ERMHS program. The district has since hired licensed clinicians and clinical interns;
- The ERMHS teams are currently reporting to an interim director as the supervisory position is not currently filled; and
- The ERMHS teams do not look at factors such as extreme poverty, lack of adequate instruction, and lack of attendance before making a final assessment.

Actions and Targets

The district must ensure that students have adequate, effective, timely, and appropriate access to ERMHS. Actions listed in the table below require the district to make procedural changes regarding ERMHS and allocate a sufficient budget to carry out those changes. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions.

The aim of these actions is to affect the following measurable targets within the five-year period designated by the settlement agreement.

- W.** *90% of students identified for ERMHS have access to qualified support professionals and have their needs reviewed and addressed on an annual basis.*
- X.** *90% of students identified for ERMHS have their ERMHS meeting within time limits established by California Education Code.*

Table 8: Educationally Related Mental Health Services Processes

Required Actions	Goal(s)	Timeframe	Frequency
<p>1. SCUSD shall convene a district committee to consider whether the ERMHS guidelines and protocols need to be revised, ensuring compliance with law, and to better support students who may be impacted by trauma and other social environmental factors.</p> <p>SCUSD shall provide IM with committee roster, agendas and minutes including attendance, and final findings.</p> <p>Revisions must be approved by IM prior to completion and adoption.</p>	SCUSD's ERMHS teams provide effective and equitable support to students.	<p>Formation of committee: Oct 15, 2024</p> <p>First draft by Jan 15, 2025</p> <p>Final draft by April 15, 2025</p>	One time formation, meeting as needed
<p>2. SCUSD shall develop and institute a procedure that ensures that IEP meetings include a discussion on student's need for ERMHS services in alignment with IEP processes outlined in Tables 6 and 7, including specific guidance on the need, sufficiency, and efficacy of ERMHS services to provide a student with Free Appropriate Public Education (FAPE).</p> <p>These procedures must be approved by the IM prior to adoption by district.</p>	SCUSD's IEP procedures ensure that students are appropriately referred to and supported by ERMHS teams and processes.	<p>Development of policies and procedures: Nov 15, 2024</p> <p>Training provided on policies and procedures: March 15, 2025</p>	One time
<p>3. SCUSD shall ensure a budget for additional ERMHS providers to enable timelier ERMHS processes and shall continue funding these positions proportionate to fluctuations in the student body and need.</p> <p>This budget process must be approved by the IM prior to adoption by district.</p>	SCUSD students have adequate, effective, timely, and appropriate access to ERMHS.	<p>Sep 15, 2024</p> <p>Then annually by July 1</p>	Annual budget planning to begin by start of budgeting process* and be finalized by end of budgeting process ⁸
<p>4. SCUSD shall ensure ERMHS teams develop and institute procedural guidance for ERMHS teams to include examining root causes related to students' barriers (e.g., extreme poverty, lack of adequate instruction, trauma, and lack of attendance) before making a final assessment—to be approved by IM—and making clear that a student does not</p>	SCUSD's ERMHS teams provide effective and equitable support to students.	May 15, 2025	One time

⁸ Awaiting timeline from SCUSD

<p>need to have any specific diagnosis or qualify for special education under any specific category to receive ERMHS.</p> <p>This process must be approved by the IM prior to adoption by district.</p>			
SCUSD shall enable the IM access required to conduct the following monitoring activities:			
<p>5. SCUSD shall enable IM to review ERMHS data, including eligibility criteria, staffing, and service delivery (compliant with applicable student confidentiality laws).</p>	<p>The IM is able to monitor success in the district's ability to ensure students access adequate, effective, timely, and appropriate ERMHS.</p>	<p>Monitor quarterly – Oct 1, Jan 1; Apr 1; Jun 1</p>	<p>Quarterly through 2028-2029 school year</p>

Directive 13: Reduce Use of Restraints and Seclusions for Students with Disabilities, Particularly Black Students

13. Substantial reduction in the overall use of and disproportionality in use of restraints and seclusion for students with disabilities and Black students with disabilities

Baseline Data Findings

Due to the low number of reported events in the use of restraints, expulsion/disciplinary transfers, and law enforcement referrals, additional data are required to determine the need for outcomes. The recorded events are likely an underrepresentation of current practices.

District staff also indicated troubling practices (that behavioral hearings appear to be alternatives to expulsions and that there are disciplinary transfers to Success Academy).

Despite what appears to be incomplete or inaccurate data, the trends are nevertheless concerning for Black students with and without disabilities, requiring further investigation.

- Only 14 restraints were recorded with 13 of these events (93%) occurring to students with disabilities and eight (57%) to Black students with disabilities.
- A total of 21 expulsions were reported—nine (43%) were students with disabilities, and four (19%) were Black students with disabilities. Black students with and without disabilities made up 10 (48%) of the 21 reported expulsions.
- A total of five law enforcement referrals were reported, four (80%) of which were of Black students and three (60%) were Black students with disabilities.

For the purpose of comparison, statewide figures are as follows: “Black students made up 5.1% of the California student population in 2021-22 school year but 17.5% of all students physically restrained, 24.0% of those secluded, and 39.1% mechanically restrained. Students with disabilities, who make up about 14% of students in California, represented 88.8% of students physically restrained and 50% of those secluded” ([Borrelle & Monteiro-Endow, 2022](#))

Actions and Targets

The district must ensure that students with disabilities and Black students with disabilities are not disproportionately subjected to restraints, seclusions, and law enforcement referrals.

Actions listed in the table below require the district to make procedural changes regarding restraints and seclusions; and to build capacity to minimize the use of restraints and seclusions through Professional Development (PD) and uniform data

monitoring. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions.

The aim of these actions is to affect the following measurable targets within the timeframes indicated.

- Y.** *By the end of the end the 2024-2025 academic year, SCUSD shall cut the risk ratio among students with disabilities for experiencing restraints and seclusions by 50%.*
- Z.** *By the end of the 2024-25 academic year, SCUSD shall cut the risk ratio of Black students with disabilities by 50%.*
- AA.** *By the end of the 2025-26 academic year, 100% of students with disabilities experiencing restraints and seclusions, expulsions/disciplinary transfers, and law enforcement referrals are provided FBAs, BIPs, and counseling services including ERMHS.*

Table 9: Disproportionate Use of Restraints and Seclusions for Students with Disabilities, Particularly Black Students

Required Actions	Goal(s)	Timeframe	Frequency
<p>1. SCUSD shall provide to the IM updated and complete data on physical restraints (501), mechanical restraints (502), and seclusions (600), for all students with special education indicators to examine disproportionality, that include:</p> <ul style="list-style-type: none"> ▪ Documentation for students both in general and special education who were restrained including handcuffing (i.e., incident reports in SIS and/or hardcopies) and Behavior Emergency Reports (BERs) ▪ BERs for students listed on Appendix L; ▪ Restraint data maintained on Google Sheets or other site-level lists for each site and BERs if available 	Accurate and timely data is necessary to inform accurate and realistic baselines and goals.	Aug 21, 2024	One time
<p>2. SCUSD shall provide to the IM updated and complete data on law enforcement referrals and arrests for all students (general and special education) to examine disproportionality, that include:</p> <ul style="list-style-type: none"> ▪ All incident reports (SIS and/or hardcopies), Behavior Emergency Reports (BERs), or other relevant 	Accurate and timely data is necessary to inform accurate and realistic baselines and goals.	Aug 21, 2024	One time

<p>documentation related to the law enforcement referral and/or arrest for students listed on Appendix L;</p> <ul style="list-style-type: none"> Law enforcement data maintained on Google Sheets or other site-level lists for each site 			
<p>3. SCUSD shall review, and revise/update as needed school discipline policies (as described in Table 3), including BP & AR 5145.11, Questioning And Apprehension By Law Enforcement, to specifically name and address the importance of addressing disability-related behaviors and accommodations, whenever possible, without the use of restraints, law enforcement interventions, or removal from current placements.</p> <p>Revised policies must be approved by IM prior to adoption by district.</p>	<p>SCUSD minimizes the use of restraints, law enforcement interventions, and removal from current placements for students with disabilities.</p>	<p>Draft for BP and AR - Nov 15, 2024</p> <p>Final BP - Jan 1, 2025</p> <p>Adoption of the AR - March 15, 2025</p>	<p>One time</p>
<p>4. SCUSD shall develop and or update a procedural manual regarding the use of restraint/seclusion that ensures safeguards for students with disabilities and Black students with disabilities regarding restraints, expulsions/ disciplinary transfers, and law enforcement referrals, including documentation and data reporting practices, notification to parents, Behavior Emergency Report, investigative procedures to ensure restraints were carried out appropriately, and ensuring schools follow up with IEP meetings, FBAs, and BIPs as needed.</p> <p>Procedural manual must be approved by IM prior to adoption by district.</p>	<p>SCUSD substantially reduces the overall use of restraints and seclusion for students with disabilities and Black students with disabilities.</p>	<p>Sep 30, 2024</p>	<p>One time</p>
<p>5. SCUSD shall provide or ensure training, aligned with the procedural manual, regarding the use of restraint, seclusion, and trauma-informed de-escalation processes, to all relevant staff (special education staff, school administrators, and any school staff responsible for responding to student behavior).</p> <p>To address underreporting and to increase accuracy of data, training must include what, how and when to report, and identifies to</p>	<p>SCUSD school staff are equipped with the knowledge required to minimize the use of restraints and seclusion in general and safeguard students with disabilities and Black students with disabilities regarding restraints, expulsions/ disciplinary</p>	<p>Jan 15, 2025</p>	<p>Annual training refreshers through 2028-2029 school year</p>

whom to report, who reports, who oversees, and who monitors the data. This professional development plan and its providers must include an assessment process to measure impact.	transfers, and law enforcement referrals.		
6. SCUSD shall develop or improve a uniform and districtwide, student-level data monitoring system (e.g. SIS) for the use of restraint and seclusion and shall prohibit the use of individual school-site monitoring mechanisms.	SCUSD and the IM have the ability to analyze restraint and seclusion data in a streamlined manner that ensures better data quality.	Aug 30, 2024	One time
7. SCUSD shall provide to the IM monthly reports of updated reports for disciplinary practices including expulsions/disciplinary transfers, restraints required to be reported and posted, and law enforcement referrals (including follow-up services) – highlighting and synthesizing data for students with disabilities and Black students as compared to overall population to determine if disparities exist for students with disabilities and Black students with disabilities.	SCUSD and the IM have accurate and timely data to determine if disparities exist for students with disabilities and Black students with disabilities regarding restraints, seclusion, law enforcement interventions, and removal from current placements for students with disabilities and Black students.	Monthly, starting 2024-2025	Monthly through 2028-2029 school year
SCUSD shall enable the IM access required to conduct the following monitoring activities:			
8. IM will observe PD and review PD records – including metrics to measure training impact - to ensure relevant staff are trained on the procedural manual and de-escalation.	The IM is able to monitor the district's success in implementing the restraints/seclusion procedural manual.	Annually by Jun 15 (for 2024-2025 year, by Jan 15, 2025)	Annually through 2028-2029 school year
9. Given multiple data sources, IM will conduct monthly data validation audits of restraint and seclusion data (including follow-up services).	The IM is able to authenticate data quality (accurate recording and reporting) while also monitoring progress toward reduced use of restraints and seclusion and reduced disparity.	Starting 2024-2025	Monthly through 2028-2029 school year
10. IM will investigate disciplinary practices including restraints, expulsions/disciplinary transfers, and law enforcement referrals to determine if disparities exist for students with disabilities and Black students with disabilities.	The IM is able to monitor success in the implementation of improved disciplinary practices and the reduction of disparity.	Monitor quarterly Oct 1, Jan 1, Apr 1, Jun 1	Quarterly through 2028-2029 school year

Directive 14: Ensure SELPA Procedural Guide Is Usable for Parents/Guardians and Staff

14. Adequate and appropriate use of best practices regarding the District's/Special Education Local Plan Area's ("SELPA") Special Education Procedural Guide as a usable and accessible resource for parents/guardians and District staff

Baseline Data Findings

IM reviewed the SELPA Procedural Guides for Student Discipline, Behavioral Emergency Procedures and Interventions, FBA, and BIP. The IM found that the current policies contain legal jargon drawn nearly entirely from state code. This is not approachable for families.

Actions and Targets

It is essential that SCUSD have a Special Education Policy and Procedures Guide that is written in plain language and approachable for students and families. It must be inclusive of all policies relevant to special education services and students with disabilities, and it must spell out SCUSD's procedures in a transparent way so that families understand their and their students' rights and what to expect with special education services. By housing these policies in one guiding document, students, families, and staff will have easier access to relevant information. Actions listed in the table below require the district to produce such a guide with input from community, translated into all of the county's threshold languages. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions.

The aim of these actions is to affect the following measurable targets within the timeframes indicated.

- BB.** *The district will produce a Special Education Policy and Procedures Guide in plain, accessible language and translate it into all of the county's threshold languages by the date listed.*
- CC.** *Every year, a majority of parents/families and secondary students responding to the survey, for whom the question is relevant, indicate that they found the guide useful and accessible.*

Table 10: SELPA Guide as a Usable Resource for Parents/Families			
Required Actions	Goal(s)	Timeframe	Frequency
1. SCUSD shall, in partnership with a joint staff and Community Advisory Committee, review and revise, if necessary, the SELPA Procedural Guide to ensure that it conforms	SCUSD procedures are consistent with current California Education Code and culturally proficient.	Sept 3, 2024	One time

	to current law and reflects a cultural /equity lens. This partnership must include integral collaboration with members of IM Team with explicit expertise in SpEd. Revisions must be approved by IM prior to adoption by district.			
2.	Based on input from the Community Advisory Committee, SCUSD shall revise the SELPA Procedural Guide so that it is written in approachable language for parents, students, and staff (rather than legal jargon drawn nearly entirely from state code). Section summaries must be included, written in approachable language. Revisions must be approved by IM prior to adoption by district.	SCUSD's SELPA procedures are accessible to and usable by staff, students, and families to better enable advocacy on behalf of students.	CAC review: Sept 3, 2024 Plaintiffs review: Sept 24, 2024 Final: Sept 30, 2024	One time
3.	SCUSD shall translate the SELPA Procedural Guide into Sacramento County's threshold languages: Spanish, Vietnamese, Cantonese, Russian, and Hmong.	SCUSD's SELPA procedures are accessible to and usable by students and families who do not have English fluency to ensure more equitable access to information.	Within 2 weeks of IM's approval	One time
4.	SCUSD shall make any approved revisions to its SELPA Procedural Guide available online, in print, and otherwise within two weeks of revisions being approved.	SCUSD's SELPA procedures are available and easily accessible to and usable by students and families.	Within 2 weeks of IM's approval	One time with ongoing maintenance
5.	SCUSD shall adopt a policy to regularly review and update the SELPA Procedural Guide as needed to stay compliant with current law as well as maintain equitable accessibility and user-friendliness. (See Appendix E: GAMUT from the CSBA.)	SCUSD's SELPA procedures are available and easily accessible to and usable by students and families.	August 19, 2024	One time with ongoing maintenance
6.	SCUSD shall develop and conduct an annual parent/family and secondary student survey in all of the county's threshold languages to gauge student and family experiences, as well as a staff survey, which will include a question pertaining to whether they found the guide useful and accessible.	The IM is able to monitor success in advancing parent/family and staff access to and understanding of special education processes.	Sep 15, 2024, then Annually by Apr 30	Annually through 2028-2029 school year

Surveys must be approved by IM prior to adoption by district.			
SCUSD shall enable the IM access required to conduct the following monitoring activities:			
7. IM will monitor the implementation of the revised SELPA Procedural Guide through interviews, focus groups, file reviews, and survey dissemination, as necessary.	The IM is able to monitor success in the implementation of the revised manual and improved accessibility of procedural guidance.	Annually by June, starting in 2025	Annually through 2028-2029 school year
8. IM will analyze annual parent/family and secondary student survey in all of the county's threshold languages to gauge student and family experiences, as well as a staff survey, which will include a question pertaining to whether they found the guide useful and accessible.	The IM is able to monitor success in advancing parent/family and staff access to and understanding of special education processes.	Oct 15, 2024, then Annually by May 30	Annually through 2028-2029 school year

Directive 15: Ensure Sufficient Ratio of School Psychologists

15. *The ratio of school psychologists to students to effectively provide and support MTSS interventions and comprehensive school support services*

Baseline Data Findings

SCUSD is suffering from staffing shortages that are affecting the quality of special education services accessible to students with disabilities and Black students with disabilities. For example:

- aa. The district currently has a ratio of 688 students for every 1 school psychologist—a ratio of 500:1 is recommended by the National Association of School Psychologists (NASP).⁹
- bb. Special education teachers currently have a 13% vacancy rate (42 full-time equivalent [FTE] vacancies for 317 FTE positions).

Actions and Targets

Across California, there is a shortage of qualified special education and related service providers, including school psychologists, BCBAs, and speech therapists. To a large extent, this problem is outside a district's control. Furthermore, even adding new staff may not resolve the issues of inadequate supports for students with disabilities, as they are not simply a question of ratio but also a question of practices employed. In addition to making procedural revisions listed elsewhere in this plan, SCUSD will need to devise effective recruitment and retention strategies to combat the shortages in the field and staff its special education programs with lasting impact. Actions listed in the table below require the district to put together and carry out a recruitment and retention strategy to address the insufficient ratio. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions.

The aim of these actions is to affect the following measurable targets within the timeframes indicated.

DD. *SCUSD will reduce the school psychologist: student ratio to 500:1, which, at current ratios, means hiring 21 FTE psychologists as soon as possible, within the five-year timeframe.*

EE. *SCUSD will reduce the special education vacancy rate by half each year.*

⁹ The ratio of one school psychologist for every 500 students is recommended in the [2020 NASP Professional Standards](#). The standards describe the role of the school psychologist as follows: "School psychologists support children, youth, families, and schools through the identification of appropriate evidence-based educational and mental and behavioral health services for all children and youth; implementation of professional practices that are data driven and culturally responsive; delivery of a continuum of services for children, youth, families, and schools from prevention to intervention and evaluation; and advocacy for the value of school psychological services."

Table 11: School Psychologist Ratio Improvement			
Required Actions	Goal(s)	Timeframe	Frequency
<p>1. SCUSD shall devise <u>recruitment</u> and <u>retention</u> strategies to support a larger number of</p> <ul style="list-style-type: none"> ▪ School Psychologists, ▪ Special Education Teachers, ▪ Paraprofessionals, ▪ Social Workers,¹⁰ and ▪ Board-Certified Behavior Analysts. <p>Recruitment and retention plan must be approved by IM prior to adoption by district. In its plan, the district needs to provide job descriptions to address the needs of students with disabilities and Black students with disabilities to address their needs in a dedicated way.</p>	SCUSD commits to staffing plan that will enable better identification of and support for students with disabilities and remove the risk of students falling through the cracks when staff do not recognize duties that fall under their job responsibilities. The plan must clearly outline who is responsible for the services needed.	Aug 31, 2024	Revised annually through 2028-2029 school year
2. SCUSD shall implement the recruitment and retention plan.	SCUSD achieves a 500:1 ratio of students to psychologists and other staffing required to meet the needs of students with disabilities and respond to parents' concerns about their accommodations.	Sep 15, 2024	Annually through 2028-2029 school year
SCUSD shall enable the IM access required to conduct the following monitoring activities:			
3. IM will review district hiring and retention rates and trends.	The IM is able to monitor the district's success in staffing practices for recruitment and retention, including improvements in the psychologist: student ratio.	By Sep 30 2024, then annually by Jun 15	Annually through 2028-2029 school year

¹⁰ Guidance for appropriate ratios for social workers can be found in the [National Association of Social Workers' Standards](#): "School social work services should be provided at a ratio of one school social worker to each school building serving up to 250 general education students, or a ratio of 1:250 students. When a school social worker is providing services to students with intensive needs, a lower ratio, such as 1:50, is suggested."

Directive 16: Implement Data-Driven Systems to Recruit and Retain Diverse School Staff

16. *Substantial implementation of data-driven programs and systems to recruit and retain diverse teaching staff and school site administrators*

Baseline Data Findings

The aforementioned vacancy rates and statewide staffing shortages make it difficult for school districts to recruit and retain diverse staff. Nevertheless, this is an important dimension of delivering culturally responsive special education services. The IM requested that the district provide data on the number of classified and certificated staff in each school, disaggregated by race and gender, but these data were not made available, indicating a potential need for more robust and accessible human resource data monitoring systems.

The most recent SCUSD data on staff racial/ethnic composition posted on [Ed Data](#) is from 2018–19. Although these data are out-of-date, they do demonstrate that the teaching body is not representative of the student body in the district, particularly in terms of Black and Hispanic/Latino students.

- a. Black teachers in 2018–19: 5.9%
- b. Black students in 2018–19: 15.5%
- c. Black student-to-teacher ratio: **2.7:1**
- d. Hispanic/Latino teachers in 2018–19: 14.0%
- e. Hispanic/Latino students in 2018–19: 40.1%
- f. Hispanic/Latino student-to-teacher ratio: **2.9:1**

It is important to note that research demonstrates that a representative staff is less likely to over-identify Black boys for special education ([Hart, Lindsay, et al., 2024](#)).

Actions and Targets

The district can enhance its understanding of how to recruit and retain diverse staff by developing a system to monitor retention and turnover by race/ethnicity and other staff characteristics. Actions listed in the table below require the district to put together and carry out a recruitment and retention strategy to promote diversity in teaching staff and school administrators; develop or improve a data monitoring system for staff turnover and retention by race/ethnicity; and research and implement strategies based on trends the IM discovers in the analyses derived from the data monitoring system (including an IM-developed survey). The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions.

The aim of these actions is to affect the following measurable targets within the timeframes indicated.

FF. District maintains data systems to track staff turnover and staffing needs. This system will connect with the district's larger knowledge management system.

GG. District develops and executes a plan to improve student-to-staff ratios that mirror the demographics of students – in particular, those represented in this settlement.

Table 12: Recruit and Retain Diverse Staff

Required Actions	Goal(s)	Timeframe	Frequency
1. SCUSD shall devise <u>recruitment</u> and <u>retention</u> strategies to support a more diverse staff of teachers, special education teachers, social workers, BCBAs, school psychologists, school administrators. This plan shall include best practices in recruiting and retaining diverse staff (see Table 14 pertaining to Directive 18). Recruitment and retention plan must be approved by IM prior to adoption by district.	SCUSD commits to a staffing plan that promotes school site staff diversity through hiring and holding onto teachers and site administrators of color.	Aug 31, 2024	Revised annually through 2028-2029 school year.
2. SCUSD shall develop a data monitoring approach and system (connected with the district's larger knowledge management system) whereby staffing trends in hiring, retention/turnover and unmet needs (i.e., through an annual, IM-approved staff survey) can be analyzed according to race/ethnicity, subject area, school type, disability status, and position.	The district is able to make data-driven decisions around staffing recruitment and retention strategies.	Dec 1, 2024	One time to set up data system; Annual staff survey through 2028-2029 school year
3. Based on staffing trends revealed in data analyses, SCUSD shall research and implement strategies to retain diverse staff.	Ongoing strategies for recruitment and retention of diverse staff are informed by SCUSD retention and turnover data.	Feb 15, 2025	Annually through 2028-2029 school year
4. SCUSD shall develop criteria and implement a policy wherein special education teachers that are hired centrally are placed using priority criteria—by placing the highest qualified in school sites with the highest needs.	School sites with the highest needs have prioritized support.	Oct 30, 2024	Annually through 2028-2029 school year
5. SCUSD shall investigate the benefits and challenges and report recommendations to the IM for moving hiring decisions to the same time as other districts in the region.	The district is competitive with neighboring districts in competing for staff.	Dec 2024	One time

6. SCUSD shall plan and conduct a review of potential bottlenecks in hiring procedures. For example, SCUSD shall review how long each aspect of the hiring process takes (posting opening; how long it takes to send out letters once a decision is made, etc.). A historical review shall be conducted on the previous year's processes; moving forward, each review will assess the current year's process.	The hiring process is streamlined and removes bottlenecks in the process. The district is competitive with neighboring districts in competing for staff.	Historical review by Sep 15, 2024; Modify process as needed by Feb 2025	Year 1 reviewed Oct 2024 and Mar 2025, then annually through 2028-2029 school year
7. SCUSD shall prepare annual reports on employee demographics including without limitation race and ethnicity (as specific as possible, capturing at least Asian, Black, Hispanic/Latine, Indigenous/ Native American, Pacific Islander, and white employees), gender, and disability status – compared to student demographics to determine whether and for which areas for improved representation remain. Data will be provided to IM and reported to Board annually.	The hiring process is streamlined and removes bottlenecks in the process. The district is competitive with neighboring districts in competing for staff.	Provided to IM annually by Sep 30; Shared with Board Annually at Oct, Board meeting	Annually through 2028-2029 school year
SCUSD shall enable the IM access required to conduct the following monitoring activities:			
8. IM will review district hiring and retention rates and trends.	The IM is able to monitor the district's success in increasing the diversity of school-based staff.	Annually by Jun 30 (Sep 30 for year 1)	Annually through 2028-2029 school year
9. IM will conduct an annual staff survey to capture the unmet needs, areas of satisfaction, and possible reasons for leaving the profession among teachers and administrators (and other staff members) to comply with Directive 18) particularly among underrepresented races/ethnicities.	The IM and the district have data to inform strategies to retain teaching staff and school administrators from under-represented races/ethnicities.	Annually by Dec 15	Annually through 2028-2029 school year
10. IM will review and approve monthly, quarterly, and annual reports and monitor timeliness of reports.	The IM and the district have and review data to inform efforts and impact.	Starting 2024-2025 school year	Monthly, quarterly, annually, through 2028-2029 school year

Directive 17: Implement Professional Development for Special Education Obligations and Culturally Responsive Pedagogy, with Associated Outcomes Measurement

17. *Implementation of an ongoing professional development system (including training and coaching) based on students', teachers', and staff's needs, the effectiveness of which is measurable, including the goals of establishing and maintaining substantial competency among staff regarding obligations under special education laws consistently applying best practices and culturally responsive pedagogy for educating students with disabilities and Black students with disabilities*

Baseline Data Findings

There were no cultural responsiveness data findings as a result of barriers encountered. The first actions therefore center on data collection activities, including walk-throughs where IM team members observe school site practices on SCUSD campuses (Equity Walks), and a ~15-minute, online survey intended to measure how schools and the district self-assess along cultural proficiency indicators. Although communications about both the Equity Walks and Cultural Proficiency Self-Assessment went out to schools in February 2024, as of this writing, none of these requests has borne fruit.

Actions and Targets

The IM requires that SCUSD implement an ongoing Professional Development (PD) system (including training and coaching) based on students', teachers', and staff's needs, the effectiveness of which is measurable, including the goals of establishing and maintaining substantial competency among staff regarding obligations under special education laws consistently applying best practices and culturally responsive pedagogy for educating students with disabilities and Black students with disabilities.

- HH.** *A minimum of 75% of staff return Cultural Proficiency Self-Assessment survey (25 schools per annual cohort). (See Appendix F.)*
- II.** *Equity audits demonstrate that all schools measure at "cultural competence" or advance at least one standard on the Cultural Proficiency Self-Assessment rubric (see Appendix F) between pre- and post-assessments (25 schools per annual cohort).*
- JJ.** *The majority (50%+) of staff demonstrate growth through feedback and continuous improvement (CI) cycle data.*

Table 13: Professional Development (PD) for Special Education Obligations and Culturally Responsive Pedagogy

Required Actions	Goal(s)	Timeframe	Frequency
1. SCUSD shall develop a comprehensive PD plan (scope and sequence, training materials, calendar) regarding cultural proficiency policies, required data monitoring and usage, and special education obligations. SCUSD must monitor who is required to attend compared to who does and does not attend and participate fully and must assess its impact of each training topic. This plan must be approved by the IM prior to adoption by the district.	All training / PD required by this action plan is clearly spelled out in advance of the start of the school year.	Sep 15, 2024 then Annually by Jul 30	Delivered annually through 2028-2029 school year
2. SCUSD shall secure a regular time of at least 30 minutes each month for IM to engage with all principals on topics related to monitoring for action plan.	SCUSD ensures timely and relevant communication between IM and sites / departments.	Aug 30, 2024	Monthly through 2028-2029 school year
3. SCUSD shall develop a districtwide Professional and Leadership Development Framework that must include how community leadership will be assured, shared, and integrated into professional development efforts related to Directive 13. This plan must be approved by the IM prior to adoption by the district.	District commits to delivering PD that substantially improves competency among staff regarding obligations under special education laws, consistently applying best practices and culturally responsive pedagogy for educating students with disabilities and Black students with disabilities.	Draft by Dec 2024; final by Mar 2025	One time
4. SCUSD shall commit sufficient resources to carry out Professional and Leadership Development as determined by framework.	District allocates resources to demonstrate its commitment to executing the Professional and Leadership Development Framework.	Sep 15, 2024 then Annually by Jul 31	Annually through 2028-2029 school year
5. SCUSD shall ensure all schools are oriented to the action plan in order to: <input type="checkbox"/> calibrate understanding of the action plan,	The district has a comprehensive approach for equity-centered and data driven	Oct 1, 2024 then Annually by August 31	Annually through 2028-

<ul style="list-style-type: none"> ❑ understand and analyze their own data and related root causes as it relates to the settlement and action plan, ❑ develop an annual problem of practice and equity/improvement (SMART-E) goals, ❑ develop a site action plan and commit resources (people, PD plans, partners, programs, time, etc.) to its success, and ❑ begin the development of their self-assessment portfolio to be used for monitoring. 	<p>improvement, which is implemented across the district in three cohorts of 25 sites over three years, to address the settlement.</p>		<p>2029 school year</p>
<p>6. SCUSD shall ensure the delivery of approved, school-led/ district calibrated, anti-racist and equity-centered PD to occur monthly, for a minimum of 90 minutes a month. This PD shall engage the majority of staff (all staff PD) for at least current and past cohort schools and districtwide. SCUSD shall maintain and report attendance records and shall measure and report impact. Selected equity-centered PD plans and/or providers must be approved by the IM prior to adoption.</p>	<p>The district prioritizes and supports ongoing PD aligned with addressing settlement.</p>	<p>Starting by Mar 2025, continuing through 2028-2029 school year</p>	<p>Monthly through 2028-2029 school year</p>
<p>7. SCUSD shall facilitate a semi-annual distribution and completion of the online Cultural Proficiency Self-Assessment survey to site and district staff, as well as parents. Completion requires a minimum of 75% participation by each site staff. SCUSD and sites will engage in outreach needed to achieve a minimum of 50% return from families. Distribution and outreach plans must be approved by the IM.</p>	<p>The IM is able to establish a quantitative baseline and subsequently monitor the district's success in advancing cultural proficiency at the school level and districtwide.</p>	<p>Surveys completed by Oct 1 and Apr 1 each year; Survey reports to be shared annually by end of Nov and May</p>	<p>Semi-annual (Oct. and Apr) through 2028-2029 school year</p>
<p>8. SCUSD shall facilitate the regular (annual) distribution and completion of an online Staff Capacity survey (see Appendix H). A minimum of 75% of school personnel must complete the tool from each school. The survey will be given in conjunction with the Cultural Proficiency Self-Assessment survey. In 2024-2025, the survey will be given twice; in future years, the survey will be</p>	<p>The IM is able to establish a quantitative baseline and subsequently monitor the district's success in advancing staff capacity to support students with disabilities at the</p>	<p>Annually by Oct 1 and Apr 1</p>	<p>Semi-annual (Oct and Apr) for 2024-2025 year; Annual (Apr) thereafter through 2028-2029 school year</p>

administered during the spring. See Appendix I for draft survey.	school level and districtwide.		
9. SCUSD shall follow all actions described in Tables 4, 6, 7, and 9 pertaining to PD planning and execution related to inclusive schools, LRE, comprehensive evaluation checklist, Child Find obligations, general education interventions (such as SSTs), and procedures to minimize use of restraints and seclusions.	The district establishes and maintains substantial competency among staff regarding obligations under special education laws and consistently applies best practices for educating students with disabilities and Black students with disabilities.	See Tables 4, 6, 7, 9	See Tables 4, 6, 7, 9
<p>10. SCUSD shall develop yearly cohorts of ~25 schools based on criteria established with IM to prioritize students and families represented by the settlement and to diversify the cohort.</p> <p>Cohort schools and a district team will develop diverse and representative leadership teams – Site Implementation Teams (including students, families, and community members) who will engage in a summer institute to prepare them to serve as liaisons and lead the Equity Audits (Portfolios). In preparation, they will</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arrive with and interrogate qualitative, quantitative, and empirical data related to settlement to review and calibrate, <input type="checkbox"/> Engage in root cause analysis focused on focal students with disabilities, Black students with disabilities, and Black students, <input type="checkbox"/> Develop a related Problem of Practice to guide their continuous improvement for the year, <input type="checkbox"/> Further develop an action and professional development plan (with timeline and impact monitoring) to align 	District has a comprehensive tool for cohort schools to self-assess progress for transforming inequities with a triangulation of data—qualitative, quantitative, and empirical. SCUSD is able to assess progress in the area of cultural proficiency and 22 Directives.	<p>Cohorts identified and communicated by August 31, 2024</p> <p>Cohorts identified by Oct 1, 2024</p> <p>Summer institute completed by Oct 31, 2024 for Cohort 1, after that by August 31 annually</p>	Annually through 2028-2029 school year

<p>their data to their programs and address their Problem of Practice,</p> <ul style="list-style-type: none"> ❑ Begin the development of Equity Audit Portfolios as monitoring tools for their sites <p>Cohorts, Leadership Team criteria, and summer institute must be approved by the IM prior to adoption.</p>			
<p>11. SCUSD shall schedule quarterly, 4-hour “Community of Practice” meetings for cohorts and community to engage in monitoring activities aligned with continuous improvement (led by the IM) towards developing annual Equity Audit Portfolios. For the first sessions of 2024, SCUSD will work with IM for IM to determine scaffolding (by Sep 1 as part of scheduling) to support success (i.e. smaller, specific teams, topics, etc.)</p>	<p>District and school-level analyses drive continuous improvement processes that advance equity and best practices for educating students (particularly Black students and students with disabilities).</p>	<p>Schedule finalized annually by May 1 (Sep 1, 2024 for year 1)</p> <p>Quarterly Community of Practice meetings: Sept., Nov., Jan., March</p>	<p>Quarterly through 2028-2029 school year</p>
<p>12. SCUSD ensures that cohort schools engage with monthly monitoring visits with IM team. Activities may include:</p> <ul style="list-style-type: none"> ❑ Communication Planning ❑ Data Collection/Review ❑ Equity Walks ❑ File Reviews ❑ Interviews, Focus Groups ❑ Observations ❑ Planning Meetings ❑ Progress Reviews 	<p>District and school-level analyses drive continuous improvement processes that advance equity and best practices for educating students (particularly Black students and students with disabilities).</p>	<p>Starting 2024-2025</p>	<p>Monthly per site</p>
<p>13. SCUSD shall systematize and schedule Equity Walks (see Appendix G) for cohort schools, ensuring district, school, and community representation to collect and use data as part of annual equity audits. The plan and schedule must be approved by the IM before adoption.</p>	<p>The IM and district are able to monitor progress vis-a-vis schools’ practices toward and the experiences of Black students, students with disabilities, and Black students with disabilities.</p>	<p>Plan and schedule due annually by Sep 1; 1st round completed annually by Dec 15; 2nd round completed</p>	<p>Every semester for current cohort (by Dec 15 and Apr 15) through 2028-2029 school year</p>

		annually by Apr 15	
14. SCUSD SELPA director or whomever is determined to serve as the BPSB settlement point person shall meet with IM team representative at least weekly to engage in collaboration, calibration, and coaching.	District leadership is prepared with information to make decisions, to provide accurate and timely communication and information, and to problem solve.	Starting 2024-2025 school year	Weekly through 2028-2029 school year
SCUSD shall enable the IM access required to conduct the following monitoring activities:			
15. IM will review agendas, attendance, minutes, and impact data for all principal meetings, PDs, collaborations, and committee meetings (district committees and IM committees and subcommittees) listed.	The IM is able to monitor processes that are advancing the aims of the action plan.	Starting 2024-2025 school year	Monthly through 2028-2029 school year
16. IM will conduct focus groups and interviews as needed to monitor participant engagement, satisfaction, and perceived impact of PDs and committee meetings (district committees and IM committees and subcommittees).	The IM is able to monitor how well implementation is going.	By Sep 15 2024, then Aug 14 annually	Annually through 2028-2029 school year
17. IM will analyze, with school and community partners annual Cultural Proficiency Self-Assessment survey results and provide site level and district level reports.	The district and sites are aware of their strengths and needs regarding cultural proficiency.	End of Nov and end of May	Semi-Annually through 2028-2029 school year
18. IM will develop the Staff Capacity survey, provide an opportunity for feedback from the Oversight Committee (Sept 2024), with IM making final decisions on survey revisions.	The IM has a tool to measure district staff capacity to meet the needs of students with disabilities.	Initial survey provided to SCUSD Sep 1, 2024, Feedback from SCUSD Sep 15, 2024, Final survey Oct 2024	One time

19. IM will conduct annual analyses of the Staff Capacity survey.	The IM is able to monitor the district's success in advancing staff capacity to support students with disabilities at the school level and districtwide.	Analysis completed annually by Jul 30 (starting in 2025)	Annually through 2028-2029 school year
20. IM will attend and observe summer institute in which key information is disseminated and in which Site Implementation Teams engage in root cause analysis and develop Problems of Practice and action plans.	The IM is able to monitor processes that are advancing the aims of the action plan.	Starting 2024-2025 school year	Monthly through 2028-2029 school year
21. IM Team will facilitate monthly Community of Practice meetings to calibrate cohort schools in developing Equity Audit Portfolios as monitoring tools.	Cohort schools will efficiently and effectively participate in monitoring activities with agency.	Quarterly - Nov, Jan, Mar, May	Quarterly through 2028-2029 school year
22. IM Team will engage in monthly monitoring visits or work on behalf of each cohort site.	IM monitors school-level continuous improvement processes that advance equity and best practices for educating students (particularly Black students and students with disabilities).	Starting 2024-2025	Monthly per site
23. IM will conduct one-hour in-person Equity Walks, in annual cohorts of 25 school sites over three years, by a small team that is co-constructed with school leadership to observe classrooms and the experiences of students with disabilities, Black students, and Black students with disabilities. IM will analyze Equity Walk data and produce districtwide findings each semester.	The IM is able to establish a baseline and subsequent progress vis-a-vis schools' practices toward and the experiences of Black students, students with disabilities, and Black students with disabilities.	Baseline by Oct 15, 2024; thereafter, annually by Jan 15 and May 15	Twice a year through 2028-2029 school year
24. IM will personalize Key Driver Diagram (KDD) in Appendix J for triangulation of data to be included in Equity Audit Portfolios (to be used as monitoring tools) and will facilitate a community review cohort schools' equity audits.	The IM is able to monitor progress in cultural proficiency using a standardized measure.	KDD by Sep 15 Community reviews annually by Jun 15	Annually through 2028-2029 school year
25. IM will review any updated labor contracts, job descriptions, and evaluations resulting from contract negotiations.	The IM is able to monitor changes to labor contracts that will enable unimpeded implementation of equity-advancing actions.	Annually by Mar 30	Annually through 2028-2029 school year

26. IM will review district and school budgets and budgeting review processes.	The IM is able to recognize the district's commitment to fully resource efforts to address the settlement agreement.	Annually before May 15	Annually through 2028-2029 school year
27. IM team will host data monitoring sessions each month with district and community representatives.	The district and community share in strategic monitoring activities and develop capacity to self-monitor over time.	Starting Nov 2024	Monthly through 2028-2029 school year

Directive 18: Diversify District Workforce with Black, Indigenous, and People of Color (BIPOC) Employees and Employees with Disabilities

18. Targeted outreach and recruitment focused on diversifying the District's workforce, specifically to reach measurable improvement in the hiring of and retention of the Black, Indigenous and people of color (BIPOC) employees and employees with disabilities in each of the following groups: teachers, classified staff, and service providers

Baseline Data Findings

As mentioned under Directive 16, the IM requested that the district provide data on the number of classified and certificated staff in each school, disaggregated by race and gender, but these data were not made available. Data posted on [Ed Data](#) from 2018–19 show that the teaching body is not representative of the student body in the district (see Baseline Data Findings section under Directive 16). More recent data from [CDE's Data Quest](#) system are available for classified personnel only and show proportionate representation of Black classified staff and nearly proportionate representation of Hispanic/Latino classified staff.

- a. Black classified staff in 2022–23: 16.2%
- b. Black students in 2022–23: 13.1%
- c. Hispanic/Latino classified staff in 2022–23: 37.3%
- d. Hispanic/Latino students in 2022–23: 41.5%

Although these data are useful, they are not sufficient to inform the targets for the representation of BIPOC and people with disabilities among teachers, classified staff, and service providers.

Actions and Targets

Despite staffing shortages, SCUSD must make every effort to recruit BIPOC educators and educators with disabilities, and to support them to stay in the district, so that the teaching and support staff is more representative of the community. Actions listed under Directive 16 apply to this directive. Additionally, the district must commit to a staffing plan that promotes diversity in hiring and retention of teachers, classified staff, and service providers. The district also is required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in this and other table(s), designed to improve data quality and measure successful implementation of actions.

The aim of these actions is to affect the following measurable targets within the timeframes indicated.

KK. *District maintains data systems to track staff hiring and retention.*

LL. District develops and executes a plan to hire and support teachers to improve student-to-staff ratios that mirror the demographics of students – in particular, those represented in this settlement.

Table 14: Diversify District Workforce			
Required Actions	Goal(s)	Timeframe	Frequency
<p>1. SCUSD shall review, analyze, and revise/ update as needed the following Board policy (policies) and associated ARs corresponding to this specific directive to ensure attention to equitable and just outcomes and consistency and accountability across the district.</p> <ul style="list-style-type: none"> BP & AR 4030, Nondiscrimination In Employment <p>Revised policies must be approved by IM prior to adoption by district.</p>	SCUSD shall create policies and practices to promote a diverse and talented workforce that represents the demographics of its students and families.	<p>Draft - Nov 15, 2024</p> <p>Final - Jan 15, 2025</p>	One time
<p>2. SCUSD shall research best practices in recruitment and retention of BIPOC employees and employees with disabilities and produce an informal research brief for the IM to review. As part of this research, SCUSD will research and consider intentional partnerships (local or national) with credentialing programs known to serve and focus on focal populations as well as “Grow Your Own” programs for areas requiring improvement.</p> <p>Research and recommendations will be shared with IM and Oversight Committee.</p>	SCUSD’s recruitment and retention plan is based on current relevant best practice research.	Oct 1, 2024	One time
<p>3. SCUSD shall develop an SCUSD-specific formal recruitment and retention plan, with input from plaintiffs. Effective recruitment strategies may include pipeline mechanisms, such as a teaching academy within SCUSD for SCUSD students that creates a pipeline to higher education/ teaching credentials with a route back to SCUSD. Effective retention structures might include mentor programs or</p>	SCUSD commits to a staffing plan that promotes hiring and retaining teachers, classified staff, and service providers who are BIPOC and/ or who have disabilities.	Sep 1, 2024	Update annually through 2028-2029 school year

district support for affinity group meetings and other support. ¹¹ Recruitment and retention plan must be approved by IM prior to adoption by district.			
4. SCUSD shall prepare annual reports on employee demographics including without limitation race and ethnicity (as specific as possible, capturing at least Asian, Black, Hispanic/Latine, Indigenous/ Native American, Pacific Islander, and white employees), gender, and disability status – compared to student demographics to determine whether and for which areas for improved representation remain. Data will be provided to IM and reported to Board annually. (Same as Table 12)	The hiring process is streamlined and removes bottlenecks in the process. The district is competitive with neighboring districts in competing for staff.	Provided to IM by September 30, Annually Shared with Board annually at October, Board meeting	Annually through 2028-2029 school year
SCUSD shall enable the IM access required to conduct the following monitoring activities:			
5. IM will review district hiring and retention rates and trends (see also actions and monitoring activities listed under Directive 16, Table 12).	The IM is able to monitor the district's success in increasing the representation of BIPOC and people with disabilities among teachers, classified staff, and service providers' staff.	Sep 30 2024, then Annually by Jun 30	Annually through 2028-2029 school year
6. IM will review and approve monthly, quarterly, and annual reports and monitor timeliness of reports.	The IM and the district have and review data to inform efforts and impact.	Monthly, quarterly, annually	Monthly, quarterly, annually, through 2028-2029 school year

¹¹ To the extent that they have been shown to be effective, SCUSD may choose to maintain and financially sustain existing related strategies, such as:

- School site administrators' program that provides financial support for teacher leaders to become administrators;
- Classified staff to certified teacher pathway grant that supports staff (i.e., IEP paraprofessionals/ instructional aides) who want to complete their bachelor's degree and get a teaching credential;
- Recruitment for all levels of positions in "unique places" including the state fair, laundromats, junior colleges, and churches, and
- Networking events for BIPOC educators/ allies that aim to build connections among staff, increase retention.

Directive 19: Implement Independent Monitor Updates on Progress Toward Action Plan

19. Implementation of a mechanism for the Independent Monitor to, in collaboration with the District, present at publicly agendized workshops before the District's Board of Education to provide an update to the District's Board of Education and community on the District's progress implementing the provisions of the Action Plan and outcomes, to occur at a minimum, biannually

Baseline Data Findings

The IM's investigation into current communications and communications structures—internal to SCUSD, across SCUSD, and with SCUSD families and communities—revealed that these systems do not lead to clarity or transparency. Fixing communications structures is a necessary step to ensure that workshops and board presentations are effective and transparent. Furthermore, based on interviews, observations, and interactions in preparing the action plan, it is clear that the perception and actual level of competing efforts result in the de-prioritization of the students and families represented in the lawsuit and settlement agreement. It will, therefore, be necessary to put in place dedicated resources and personnel to ensure that the action plan progresses as intended.

Actions and Targets

The IM shall work in collaboration with the district to present updates on the district's progress toward implementing the action plan no less than twice a year before the District's Board of Education. These presentations will be public (and publicly agendized) and will complement transparency established through data dashboards (see Directive 21, Table 17) and the knowledge management system described below.

Although there exist other actions in this plan related to developing, improving, and using systems to ensure consistency with critical policies, practices, and programs, there are additional actions needed to shore up communications and communications structures to ensure accessibility to information. To advance transparency and to enable public engagement with the progress being made toward the terms of the settlement agreement, the public must have ready access to up-to-date information and knowledge. To this end, SCUSD will define, develop, and ensure dedicated resources for a knowledge management effort that ensures proactive systems for accessing essential information (policies, procedures, essential and disaggregated data) pertaining to the settlement.

Furthermore, to ensure the district adequately resources the effort to meet the terms of the settlement agreement, SCUSD will need to assign dedicated personnel to the work. As with other recommendations, this is not about adding numbers of staff

with general oversight but rather adding or repurposing staff to dedicated work that is not reprioritized based on competing efforts. To be approved by the IM, the district must design a plan and secure and allocate dedicated resources for the plan to ensure that additional supports are not deprioritized as competing efforts arise. At the very minimum, this support must have dedicated hours and responsibilities and be competent in data systems and facilitation.

Actions listed in the table below require the district to create conditions that will enable the IM to keep the board and community apprised of progress toward accomplishing action plan deliverables and targets. Namely, the district must create centralized knowledge and data access and sufficiently resource and staff efforts to carry out the action plan. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions. The aim of these actions is to affect the following measurable targets within the timeframes indicated:

MM. *By the end of each fiscal year (June 30), the IM has made no less than four presentations to the District Board of Education and community, providing updates on action plan implementation and progress.*

NN. *By October 1, 2024, SCUSD is sufficiently resourced and staffed to execute the action plan and terms of the settlement agreement.*

Table 15: Independent Monitor Updates on Progress			
Required Actions	Goal(s)	Timeframe	Frequency
<p>1. SCUSD shall formally train IM team representatives, as well as a wider group of district representatives, on the use and integration of data systems (the larger knowledge management system) relevant to the required monitoring. District representatives to be trained must include – <u>at least</u>:</p> <ul style="list-style-type: none"> • all student services staff, • all sped staff, • one school administrator, one counselor, and one clerical position charged with data input, • any District administrators that oversee student discipline or safety-related transfers, 	The IM gains access to data systems required for assessing a baseline and subsequent monitoring of district and student characteristics and outcomes.	<p>Current System by Oct 1, 2024</p> <p>New system by Feb 1, 2025</p>	<p>One Time</p> <p>Annually</p>

<ul style="list-style-type: none"> representatives from BPSB/plaintiffs (for non-confidential, outward facing data reporting). <p>The final list must be approved by the IM. Attendance and impact data from the training must be shared with the IM.</p>			
<p>2. SCUSD shall determine a means to collect and report data to measure fidelity and progress for using its updated data system. Such data must include a tracking mechanism for when, where, and how the systems is used and can also include qualitative data collected via surveys or focus groups.</p> <p>The final plan must be approved by the IM. Attendance and impact data from the training must be shared with the IM.</p>	The district can engage continuous improvement with updated feedback and data.	<p>Tools developed by Oct 1, 2024</p> <p>Data collected and shared quarterly during the 2024-2025 school year, and at the semester for school years after until 2028-2029 school year</p>	<p>Revise annually through 2028-2029 based on feedback</p> <p>Data reported quarterly then at the semester until 2028-2029 school year</p>
<p>3. SCUSD shall draft and finalize a communication plan to ensure proactive communication for accessing essential information (i.e., monthly knowledge management system updates - see Table 17 pertaining to Directive 21), to include a communication map.</p>	The district is equipped and prepared to regularly deliver all relevant data and updates to IM.	Draft Feb 1, 2025; Final by Apr 15, 2025	Revise annually through 2028-2029 school year
<p>4. SCUSD shall develop a staffing plan (hire or repurpose) to ensure dedicated personnel and resources to accomplish directives of the settlement agreement.</p> <p>Staffing plan must be approved by IM prior to adoption by district.</p>	The district is sufficiently resourced to execute the terms of the settlement agreement.	Oct 1, 2024 then annually by April 15	Annually through 2028-2029 school year
SCUSD shall enable the IM access required to conduct the following monitoring activities:			
<p>5. IM, working with SCUSD staff members, will issue and execute a schedule of action plan update presentations to the board and public (note that IM subcommittees/ task forces listed under Directive 22, Table 18, will contribute to all updates).</p>	IM regularly (at least four times a year) presents to the SCUSD Board of Education and community on district progress implementing the	<p>Sep 1, 2024</p> <p>Then, annually by July 1</p>	Quarterly through 2028-2029 school year

	action plan and moving toward outcomes.		
6. IM will finalize a Key Driver Diagram to outline accountability metrics for self-assessment portfolios to be developed by each site and assessed by IM and community each year.	The IM and community are able to monitor the action plan, and assess progress toward the goals.	Develop by Aug 15, 2024 Assess annually by May 30	Annually through 2028-2029 school year
7. IM will develop and communicate a rubric, finalize an accountability structure (including school leader expectations and evaluation in relation to prioritizing focal populations) and a plan for accountability for those not engaging.	The IM is able to monitor the implementation of the action plan, and the district is aware of areas or individuals where additional implementation support may be needed.	Develop by Aug 15, 2024 Communicate annually by Aug 30	Annually by August 30 through 2028-2029 school year

Directive 20: Utilization of Root Cause Analyses for Foregoing Directives Concerning District’s Ongoing SIG-DISP and MTSS Efforts

20. Identification and utilization of root cause analyses and reports, where appropriate, for any of the foregoing enumerated items, recognizing the likelihood of overlap on this subject with the District’s ongoing Significant Disproportionality (“SIG-DISP”) and MTSS efforts

Baseline Data Findings

Although the planned primary research and data collection (i.e., interviews and focus groups, site visits, etc.) were not executed due to aforementioned barriers, reports on SCUSD’s disproportionality that pre-existed the engagement of SF-CESS as IM e.g., Council of the Great City Schools audit, [Improving Special Education Services in the Sacramento City Unified School District](#); the California Community College Equity Assessment Lab report, [The Capitol of Suspensions](#); [Experts Evaluation Report for Sacramento City School District Special Education, School Discipline, and Implicit Bias](#) (compiled by experts from Sacramento State University, Epoch Education, and University of Oregon); and the California Collaborative for Educational Excellence (CCEE) report, [Systemic Instructional Review](#) provide a fairly consistent set of recommendations. These, as well as insights from other districts engaged in best practices, inform the action items under this directive.

Actions and Targets

SCUSD has been the topic of a variety of analyses and accompanying reports in the past several years, investigating the root causes of disparity in the district. All of these reports have indicated that the district needs to implement MTSS, as well as anti-bias/cultural proficiency training and/or culturally responsive pedagogy. Actions listed in the table below require the district to implement districtwide MTSS and take other actions listed elsewhere in this action plan and in the aforementioned reports. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions. The aim of these actions is to affect the following measurable targets within the timeframes listed.

OO. *By the end of the 2024–25 academic year, MTSS frameworks and PD have been introduced at the first cohort of 25 school sites.*

PP. *By the end of the 2025–26 academic year, MTSS frameworks and PD have been introduced at the second cohort of 25 school sites, and the previous cohort is demonstrating high fidelity.*

QQ. By the end of the 2026–27 academic year, MTSS frameworks and PD have been introduced at the third cohort of 25 school sites, and the previous two cohorts are demonstrating high fidelity.

RR. By the end of 2027–28 academic year, all three cohorts are demonstrating high fidelity in MTSS implementation.

SS. By the end of the 2028–29 academic year, all three cohorts are demonstrating high fidelity in MTSS implementation.

Table 16: Utilization of Root Cause Analyses and Overlap with Existing SIG-DISP and MTSS Efforts

Required Actions	Goal(s)	Timeframe	Frequency
<p>1. SCUSD shall review, analyze, and revise/update as needed the following Board policy (policies) and associated ARs corresponding to this specific directive to ensure attention to equitable and just outcomes and consistency and accountability across the district.</p> <ul style="list-style-type: none"> BP & AR 5145.11, Questioning And Apprehension By Law Enforcement (should address accommodations for students with disabilities) <p>Revised policies must be approved by IM prior to adoption by district.</p>	<p>SCUSD discipline policies emphasize culturally responsive options and alternatives to questioning and apprehension by law enforcement in general and particularly with regard to SWD, Black SWD, and Black students.</p>	<p>Draft - Nov 15, 2024</p> <p>Final - Jan 15, 2025</p>	One time
<p>2. SCUSD shall fully support the development of districtwide implementation of MTSS for behavior intervention (see Appendix I for a sample outline of Behavioral MTSS Action Plan, including options for fidelity measurement). This effort shall be coordinated with the district's ongoing SIG-DISP efforts and shall ensure that SCUSD:</p> <ul style="list-style-type: none"> Develop a clear, consistent, well-resourced system including academic, behavioral, and social-emotional learning in a tiered support system that is implemented consistently across the district. Establish and monitor fidelity measures for MTSS implementation across all sites (see Appendix I for options for fidelity measurement). Provide professional learning to general education teachers, special education 	<p>In keeping with previously established root cause analyses and reports, SCUSD implements MTSS to improve school culture and climate, systematize and improve responses to student need, reduce reliance on exclusionary and restrictive responses, and increase cultural proficiency to improve practice districtwide and reduce disparities.</p>	<p>Starting 2024-2025 school year</p>	Ongoing through 2028-2029 school year

<p>teachers, and administrators regarding cultural proficiency and special education obligations (as detailed in Table 13 pertaining to Directive 17).</p> <p>❑ Identify Tier 1, 2, and 3 supports for the system and provide the necessary support teams/staffing needed to be successful.</p>			
<p>3. SCUSD shall review and revise/update as needed its discipline policies and procedural guidance (see Table 3 pertaining to Directives 1 and 2) and ensure that all site staff and leaders receive professional learning in Child Find obligations and cultural proficiency (see Table 13 pertaining to Directive 17).</p>	<p>Building on previously established root cause analyses/ reports, SCUSD revises its discipline policies to emphasize alternatives to exclusionary discipline to help reduce reliance on ISS, OSS, expulsion, behavior hearings, involuntary and voluntary transfers, and referrals to law enforcement, and provides PD to address racial bias and improper discipline of students with disabilities & Black students.</p>	<p>See Tables 3 and 13</p>	<p>See Tables 3 and 13</p>
<p>4. Principals and Director of Student Hearing and Placement – in collaboration with Instructional Assistant Superintendents (IAS) - shall engage in monthly audits of suspension data to reflect on efforts, impacts, and improvements needed. (Please note these audits are distinct from those listed under Directives 1 and 2 in Table 3, as they are to be conducted by district personnel as part of an internal systematic data quality review.)¹²</p> <p><i>For example, regional cohorts meet monthly for 45' with IAS, guided by district lead, to review and sign off on data. Running record of reflections are logged and tracked over time by schools and IM. Process can have a gradual release from district leading to sites leading.</i></p>	<p>The goal of these audits by the district is to ensure that there is consistent implementation of such policies and guidance provided on what are appropriate responses to each behavior (i.e., how to use restorative practice.)</p>	<p>Starting Sep 2024</p>	<p>Monthly through 2028-2029 school year</p>

¹² The Director of Student Hearing and Placement was chosen for this role because the IM team was informed that this department oversees student behavior data and provides school sites with guidance on appropriate responses.

SCUSD shall enable the IM access required to conduct the following monitoring activities:			
5. IM will review monthly updates from SCUSD reporting ongoing SIG-DISP plan and any other implementation plans pertaining to district efforts related to this action plan (MTSS, restorative practices, OMCs, SSTs, revised SpEd evaluation and IEP/504 processes, PD on anti-racism / cultural proficiency / implicit bias, etc.), with guidance from SCUSD regarding overlaps between this action plan and other efforts.	The IM recognizes overlap of extant district efforts with the action plan and coordinates accordingly to avoid duplication of effort.	Oct.15, 2024	One time
6. IM will review district monthly data audits quarterly.	The IM's review will assess the degree to which data are consistently being reported.	Starting end of fall quarter, 2024	Quarterly through 2028-2029 school year

Directive 21: Establish Reliable Data System(s)

21. *Establishment of a reliable data collection system to track the metrics outlined in Paragraph C.4 of the Settlement Agreement (which reads: “The Independent Monitor’s Action Plan and Final Action Plan described in paragraph D of this Agreement shall include a provision for the development of a reliable data collection system and parameters on the measurement of progress of implementing the Action Plan and, where determined applicable and necessary, any necessary metrics, including baseline metrics, that should be establishments for such measurement.”)*

Baseline Data Findings

One of the first things reported at an early interview was that SCUSD claims to be “data rich but process poor.” This summation was proven to be true not only through follow-up interviews but through the very process of seeking and reflecting on data to develop an action plan.

Efforts by the IM team to obtain data from the district revealed notable shortcomings in this area. Although there are some process and systems in place for collecting and/or analyzing data, the accessibility, integration, and systemic use of these is inconsistent at best and non-existent at worst across the district. District officials reported that SCUSD does not save its raw data from previous years and relies instead on CalPads reports, thereby thwarting the possibility of multi-year disaggregated analyses. Additionally, the district’s data processes are not transparent to the community.

Actions and Targets

Seamless and transparent access to data is at the crux of systemic change moving forward. The district records data, as required by the state, but the IM was not able to detect regular usage of data in daily data-driven decision-making. Systems for data management and access (including some level of public access) must be built to increase transparency and accountability. Furthermore, school and district personnel need to learn how to use data to effect desired outcomes—this will require training. SCUSD will create an inquiry and improvement model and related systems to ensure engagement, transparency, accessibility, and accountability with regards to achievement and experience data with a focus on interrupting barriers (root causes) to reaching equitable outcomes. Actions listed in the table below require the district to advance improved data practices, improve data transparency, and build capacity for data-driven decision-making, including staffing and PD. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions. Model must be approved by IM before implementation.

The aim of these actions is to effect the following measurable targets within the timeframes indicated.

TT. *Data dashboards are available for public and internal review of SCUSD practices by the end of August 2025.*

UU. *By the end of August 2026, 100% of school site administrators have received PD on the use of data to regularly and consistently advance aims named in the settlement agreement and the goals of this action plan.*

Table 17: Establish Reliable Data Systems

Required Actions	Goal(s)	Timeframe	Frequency
1. SCUSD shall establish a policy or resolution to maintain (i.e., not delete) raw student-level electronic data moving forward to enable multi-year disaggregated analyses of all disciplinary practices, OMCs, SSTs, IEP processes, bullying incidents, and LRE data.	The district increases its capacity for data-driven decision-making, for tracking improvements, maintaining required targets/goals, and for sharing requisite data with the IM.	Adopt Resolution by Aug 19, 2024	One time
2. SCUSD shall identify a central district data person qualified to implement, create, and maintain data systems (including the larger knowledge management system) described in this action plan (potentially the chief information officer or another highly qualified person with sufficient time to commit to required data system actions). This person will serve on the IM Oversight Committee.	The district has a clear accountability structure for the creation, maintenance, and monthly data updates of data systems described in this action plan.	Sep 1, 2024	One time
3. SCUSD shall develop a district committee and establish one electronic knowledge management system for all data and artifacts relevant to this action plan (listed elsewhere in this document), including policies, programs, procedures, and manuals; staff retention; and student-level data (maintaining anonymity of students and teachers), organization charts, and contact information. SCUSD shall commit resources and practices to ensure the data remains up to date and reliable. The knowledge management system must be approved by the IM prior to adoption.	IM is able to access data needed to monitor the district's progress toward the measurable targets named in this action plan (e.g., reduced disparities in the use of discipline, LRE, and bullying).	Final system by Dec 1, 2024	Data updated and made available monthly, quarterly, twice a year, and annually, depending on data type - through 2028-2029 school year Training to occur at least annually

<p>4. SCUSD shall establish a set of interactive data dashboards for display on the SCUSD website, containing data elements from the settlement agreement. The dashboard shall pull from the above mentioned knowledge management system to include aggregate data on suspension, expulsion, alternatives to suspension, OMCs, supports students receive (e.g., case management, mental health services, restorative practices, etc.), and SWD identification, that also can be disaggregated by student race/ethnicity, grade level, SWD status, primary SWD diagnosis, and EL status. SCUSD shall update dashboards monthly and add dashboards as additional data are monitored.</p> <p>Members of the public and school district may have varying levels of access to underlying information, in compliance with the Family Education Rights and Privacy Act (FERPA).</p> <p>Each data dashboard must be approved by the IM prior to adoption.</p>	<p>The district increases its capacity for data-driven decision-making, for tracking improvements, maintaining required targets/goals, and for sharing requisite data with the IM.</p>	<p>Data dashboard made public Jan 1, 2025</p>	<p>Updated monthly through 2028-2029 school year</p>
<p>5. SCUSD shall provide professional training in</p> <p>(a) data management for discipline data to data managers in district and</p> <p>(b) mandatory professional learning to school administrators and staff on how to utilize data and identify their areas of need.</p>	<p>The district increases its capacity for data-driven decision-making, for tracking improvements, maintaining required targets/goals, and for sharing requisite data with the IM.</p>	<p>Annually by Sept 1</p>	<p>Annually through 2028-2029 school year and as needed</p>
<p>6. SCUSD shall ensure staff are trained in using data, that staff are using data to make decisions, and that data systems are consistent across the district. To that end, the central district data person (named in item 2, above) shall run a monthly usage report to see who in the district is accessing what information, and how often, which will be submitted to the IM.</p>	<p>The district increases its capacity for data-driven decision-making, for tracking improvements, maintaining required targets/goals, and for sharing requisite data with the IM.</p>	<p>Annually by Oct 15</p> <p>Monthly reports</p>	<p>Annually through 2028-2029 school year</p> <p>Monthly through 2028-2029 school year</p>

SCUSD shall enable the IM access required to conduct the following monitoring activities:			
7. IM will meet with the central district data person (named in item 2, above) to monitor district progress and usage of knowledge management system and related dashboards.	The IM is able to measure the district's success in establishing reliable data systems in compliance with the terms of the settlement agreement. The IM is able to measure whether staff know how to access monthly data reports.	Starting Aug 2024	Quarterly through 2028-2029 school year

Directive 22: Mechanisms for Stakeholder Input on Action Plan Implementation

22. Mechanisms to gather and incorporate stakeholder input, i.e., students, teachers, classified staff, and parents, in development and implementation of policy and systems changes facilitated by the Action Plan

Baseline Data Findings

As a result of interviews with SCUSD staff and parents, the IM team identified that there is a lack of accountability between district and families, insufficient responsiveness to parents/guardians by the district, and too few avenues for meaningful input from parents/guardians, students, and community. Furthermore, the IM has been made aware of multiple examples in which focal students and/or families—and, specifically, plaintiffs—were potentially targeted for retaliation and/or intimidation as a result of advocating for said focal students and families—at times with reference to this very lawsuit and settlement agreement. After interviews and a review of current policies, a need was determined for wider, more specific, and more transparent policies protecting those affected by and/or advocating for focal students named in this lawsuit. These policies and procedures should extend beyond the named focal students and protect any students for whom the data demonstrates marginalization. Additionally, IM team communications with the district have revealed the importance of two-way communication and engagement with union bargaining units to ensure that union-represented stakeholders (e.g., Sacramento City Teachers Association [SCTA], Service Employees International Union, and Sacramento City branch of United Professional Educators representing principals) understand and invest in the terms of the settlement agreement and support the implementation of the action plan.

Actions and Targets

An essential component in developing this action plan has been the inclusion of and support for diverse engagement and representation—especially plaintiffs and their representatives. Any and all efforts moving forward must have a plan for such inclusion. This will start with formalizing task forces and/or committees with diverse representation and shared leadership.

Actions in the table below require that the district ensure ample opportunity for meaningful input from stakeholders, including parents/guardians, students, teachers, and school and district staff; enable students, teachers, classified staff, and parents to meaningfully provide input without fear of retaliation; design, organize, and empower a set of task forces and/or committees; develop their leadership, knowledge, skill, and capacity in order to maintain a transparent process of oversight

and monitoring moving forward; and put in place some basic measures to increase transparency and information accessibility to families. The district is also required to allow the IM team access to data, school sites, and personnel as needed to perform the various monitoring activities listed in the table, designed to improve data quality and measure successful implementation of actions.

The aim of these actions is to effect the following measurable targets within the timeframes indicated.

VV. *Every year, majorities of students, parents/families, and SCUSD staff responding to surveys indicate that they are aware of ways to contribute meaningfully (and without fear of reprisals) to policy and system changes related to the settlement agreement and this action plan.*

Table 18: Stakeholder Input on Implementation of Action Plan			
Required Actions	Goal(s)	Timeframe	Frequency
<p>1. SCUSD shall develop a model for diverse representation and shared leadership for ongoing oversight and monitoring. The model must include representation from parents/guardians, students, teachers, and school and district staff (including union representation as necessary to advance the work). The model shall include IM committees/ subcommittees or bodies¹³ to address and monitor:</p> <ul style="list-style-type: none"> ▪ Oversight Committee (district and site based) responsible for DBI/CI cycles ▪ District anti-racist/ cultural proficiency PD; ▪ Policy and procedural revision ▪ Communications <p>This plan must be reviewed and approved by IM prior to implementation.</p>	District community stakeholders are directly involved in the leadership and implementation of policy and systems changes named in this action plan.	<p>Design/ plan by Sep 15, 2024 (including job description, calendars, seats);</p> <p>Final plan by Oct 15, 2024, Committees launched by Nov 15, 2024</p>	Committees meet monthly through 2028-2029 school year

¹³ These bodies will contribute to board and public reporting listed under Directive 19, Table 15; the district may leverage existing groups/bodies for this engagement, for example, including members of the SCTA's Special Education and Inclusionary Practices Workgroup.

<p>2. The Oversight Committee will commit time or delegate to a subcommittee time to review, discuss, and provide input about new decisions and designs that include but are not limited to new programs, roles, and responsibilities.</p> <p>The Oversight Committee will oversee the following IM subcommittees:</p> <ul style="list-style-type: none"> ▪ Cultural proficiency ▪ Policy and procedures ▪ Disproportionality ▪ Data and communications 	<p>District community stakeholders are directly involved in the leadership and implementation of policy and systems changes named in this action plan.</p>	<p>August 19, 2024</p>	<p>Weekly meetings through 2028-2029 school year</p>
<p>3. SCUSD shall prioritize action plan requirements consistently in negotiations with labor partners to ensure that there are no labor-related impediments to executing the plan as written. The district shall, furthermore, work with the SCTA to clarify and update labor contract language pertaining to “changes in work conditions” to ensure a greater level of specificity in order to remove barriers to the execution of this action plan.</p>	<p>The district is able to carry out the action plan without labor-related impediments.</p>	<p>Starting 2024-2025 school year</p>	<p>Ongoing monthly report out through 2028-2029 school year</p>
<p>4. Because the action plan crosses multiple departments, the Superintendent shall designate and ensure participation by a district team with sufficient responsibility and resources to serve on the IM’s Oversight Committee (and by extension cultural proficiency; policies, practices, and procedures; and disproportionality subcommittees) to coordinate and communicate the implementation of the action plan with fidelity, in accordance with the settlement agreement, and in relationship to the monitoring activities of the IM.</p> <p>Team members who are SCUSD employees will be released from responsibilities to be provided time to serve on the Oversight Committee.</p> <p>This team will report progress to the Superintendent and IM at least monthly.</p> <p>Minimally, the district team will consist of,</p>	<p>High-level district personnel, along with parent / family representation, hold responsibility for the implementation of the action plan.</p> <p>The Oversight Committee meets frequently to ensure required actions are executed as planned.</p> <p>Monitoring tools evolve with use and feedback. With relevant tools,</p> <ul style="list-style-type: none"> • IM is able to monitor the district’s success in supporting schools toward achieving autonomous cultural proficiency. • The district has a standard for recognizing when a school site has achieved an 	<p>August 19, 2024</p>	<p>Oversight Committee to meet at least bi-monthly through 2028-2029 school year</p> <p>Subcommittees to meet at least monthly through 2028-2029 school year</p>

<ul style="list-style-type: none"> • SELPA Director (currently assigned as point person to oversee the action plan) • Assistant Superintendent for Special Education (Lead) • MTSS Director • Project Manager • Bullying Prevention Specialist (or their supervisor or whatever position is leading Bullying Prevention efforts) • Data Analyst • Executive Director LCAP/ Director Strategy and Continuous Improvement (Data Strategist) • Chief Human Resources Officer¹⁴ 	acceptable level of cultural proficiency		
<p>5. SCUSD shall, with representatives of the BPSB, review and develop or improve, and put into action board and district policies for an annual communication plan inclusive of all affected parties in the settlement (staff, students, and families) to:</p> <ul style="list-style-type: none"> ▪ Communicate and demonstrate a commitment to protecting the education and employment of those who (within the parameters of the law) advocate to interrupt the marginalization of students and families, and ▪ Include a detailed procedure and identified personnel to facilitate complaints and /or reports of intimidation or retaliation related to advocating for marginalized focal students. These procedures should include, minimally, access to an agreed upon, neutral investigator, transparent reporting, and an appeal process. <p>These policies and procedures must be approved by IM prior to adoption by district.</p>	All members of the SCUSD community are able to advocate without fear of reprisal.	<p>Draft for Approval – Nov 15, 2024</p> <p>First Reading – January 15, 2025</p> <p>Adoption – March 15, 2025</p>	Annually through 2028-2029

¹⁴ Given changes to SCUSD's organizational chart, titles are approximate. SCUSD may substitute, with approval from the IM, other positions as long as they align with the following rationales for including the listed positions: Assistant Superintendent for Special Education as lead because of role in district's special education practices; MTSS Director because of role in implementing MTSS, a key activity within the plan; Executive Director LCAP/Director Strategy & Continuous Improvement because effective improvement teams need a strong data strategist and this role will provide data expertise to direct improvement efforts and for understanding data within the system; Project Manager as administrative support to the project; Data Analyst to provide the necessary data to inform team decision-making; and Chief Human Resources Officer due to the various hiring, retention, and labor-related actions in this plan.

6.	<p>SCUSD shall commit staff and resources to a comprehensive effort to remove systemic barriers and form/ co-construct and develop of a coalition of internal and external partners to engage in ongoing and regular family advocacy (including policy and program creation). These partners must inform and partake in efforts to educate school staff and train and organize family members to collaborate in five essential roles families play in accelerating student learning (as described in Flamboyant Foundation, 2022, included in Appendix K). Potential partners, in addition to the plaintiffs (BPSB, families of students with disabilities, Black students, and Black students with disabilities), may also include partners such as Parent Teacher Home Visits, Parent Institute for Quality Education, and Education Civil Rights Now.</p> <p>This plan to be co-constructed with plaintiffs and must be approved by the IM with input from plaintiffs before adoption.</p>	Community partners have a voice in district policy and program creation, and authentic family engagement is institutionalized throughout the district.	Starting 2024-2025 school year	Monthly through 2028-2029 school year.
7.	<p>SCUSD shall establish a multi-lingual / multi-access “IM hotline” for parents, students, and staff to communicate across multiple modalities any issues related to the action plan implementation.</p> <p>This information will be collected as part of monitoring activities and anonymously reported to SCUSD for the purpose of addressing as needed. This tool will be communicated to and shared with all families and staff annually.</p> <p>This plan must be approved by the IM with input from plaintiffs before adoption.</p>	Barriers to real-time information gathering will be reduced or removed.	Work to begin by Sept 1, 2024 Final Mechanism and communication plan to begin by Dec 15, 2024 – at the latest.	Communicated by Sep 15 each year through 2028-2029 school year Plan for district to maintain system post settlement agreement by Jun 30, 2027
8.	SCUSD shall ensure that all required actions are measured for efficacy and reported at least annually to the IM, Board, and public.	Data and impact transparency are necessary for systemic change and trust.	Starting 2024-2025	See specific actions
9.	SCUSD and plaintiffs will use the following outline when new or revised dates and/or action items are required for the action plan:	At times, parties (and the action plan) are responsive to the data and to current	Starting 2024-2025	As needed through 2028-2029 school year

<p>❑ Meeting 1: When a new or revised date or action is required because of a) missing a deadline, b) not completing an action, or c) new or additional data, the IM will present to the Oversight Committee the cause for a revision or update and the Oversight Committee will discuss and brainstorm possible changes in the same meeting.</p> <p>❑ Meeting 2: At the following meeting, the IM will present a suggested change or addition and facilitate a conversation seeking consensus from the Oversight Committee.</p> <p>❑ Meeting 3: The conversation may continue to a third meeting. If consensus is not reached by meeting #3, the IM will use the settlement agreement as a guide for next steps.</p>	<p>realities to ensure improvement.</p>		
<p>10. SCUSD shall develop and conduct and analyze data from an annual parent/ family and secondary survey in all of the county's threshold languages to gauge student and family experiences, as well as a staff survey, which will include questions pertaining to knowledge of opportunities to contribute meaningfully (and without fear of reprisals) to policy and system changes related to the settlement agreement and this action plan.</p> <p>The survey must be approved by IM prior to adoption by district.</p>	<p>The district is able to assess success in advancing a climate that is supportive of community input and student advocacy.</p>	<p>Annually by May 1</p>	<p>Annually through 2028-2029 school year</p>
<p>11. SCUSD shall secure time on School Board meetings for IM (in collaboration with parties) to provide progress updates.</p> <p>SCUSD shall secure sufficient time between the IM and Superintendent 1 week prior to each scheduled School Board meeting to review progress updates.</p>	<p>School Board is informed of progress of action plan.</p> <p>Superintendent is informed and is able to provide input in advance.</p>	<p>Nov, Jan, Apr, Jun dates secured</p> <p>Annually – by Sept 1 for 2024 then by Jul 1</p> <p>Annually after that.</p>	<p>Quarterly through 2028-2029 school year</p>
<p>SCUSD shall enable the IM access required to conduct the following monitoring activities:</p>			
<p>12. IM will review agendas, notes, and action items from task forces, IM subcommittees, and the Oversight Committee, assessing for stakeholder input and implementation mechanisms.</p>	<p>The IM is able to monitor the district's successful implementation of the action plan.</p>	<p>Oct. 15, Jan 15, Apr 15, Jun 15</p>	<p>Quarterly through 2028-2029 school year</p>

13. IM will gather feedback from members of task forces, IM subcommittees, the Oversight Committee, and partners, as well as schools that should be receiving programmatic support, to assess the effectiveness of implementation efforts.	The IM is able to monitor district success in gathering and incorporating stakeholder input in the development and implementation of policy and systems changes facilitated by the action plan.	Annually by Jun 30 starting in 2025	Annually through 2028-2029 school year
14. IM will monitor annual parent/family and secondary survey in all of the county's threshold languages to gauge student and family experiences, as well as a staff survey, which will include questions pertaining to knowledge of opportunities to contribute meaningfully (and without fear of reprisals) to policy and system changes related to the settlement agreement and this action plan.	The IM is able to monitor success in advancing a climate that is supportive of community input and student advocacy.	Oct 15, 2024 Then, annually by June 15	Annually through 2028-2029 school year
15. IM will facilitate the agreed upon protocol to address disputes between plaintiffs and the district and/or proposed changes in the action plan or timelines. (This includes new metrics and timetables with the addition and update of missing or incomplete data.)	Ongoing conflicts between parties are resolved effectively.	Reviewed annually by Sep 1	Facilitated as needed through 2028-2029 school year
16. IM will review and approve annual reports and monitor for their timeliness.	Data and impact transparency are necessary for systemic change and trust.	Ongoing	Annually through 2028-2029 school year

CONCLUSION

In sum, the actions listed in this plan all fall within the following categories:

- Additional Data Collection/Condition-Setting Actions
- Policy and Procedures
- Staffing
- Professional Development/Training
- Data Infrastructure and Use
- Task Forces and Committees

Over the past few months, the IM has encountered various and significant barriers in conducting a thorough data-based assessment. The IM therefore requires that SCUSD promptly provide access to the additional data needs described in this plan. This data must be received immediately, or as described in the timeframes listed, to ensure effective monitoring. There are a number of other actions in this plan whose timeline is urgent as well, including policy reviews and revisions.

APPENDIX A. ACTION PLAN BACKGROUND¹⁵

Lawsuit and 22 Directives

On September 5, 2019, the Black Parallel School Board (BPSB) and three students in the Sacramento City Unified School District (SCUSD) filed suit in the U.S. District Court for the Eastern District of California, naming SCUSD and a selection of its officers under Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. § 1983, Title VI of the Civil Rights Act of 1964 (Title VI), and state law. The class action case, [Black Parallel School Board v. Sacramento City Unified School District \(2:19-cv-01768\)](#) concerned discrimination based upon disability and race, calling out special education practices and student discipline with an emphasis on Black students with disabilities. Represented by Disability Rights California, the National Center for Youth Law, Western Center on Law & Poverty, and the Equal Justice Society, the plaintiffs sought injunctive and declaratory relief, as well as attorneys' fees. Specifically, plaintiffs petitioned the court to order SCUSD to reform its policies and procedures to identify, offer, and provide accommodations and modifications to all eligible students, claiming that SCUSD's practices and system resulted in segregation and mistreatment of students with disabilities, particularly Black students with disabilities. The plaintiffs further alleged, among other things, that:

- Students with disabilities faced excessive and exclusionary discipline;
- Students with disabilities did not receive accommodations that would allow them to participate in equal education opportunities (in violation of the ADA and the Rehabilitation Act);
- Half of students with disabilities were segregated into separate classrooms (equivalent to a status-based denial of equal education in violation of the Fourteenth Amendment);
- Black students with disabilities were 2.8 times more likely to face suspension than other students with disabilities; and
- Black students with disabilities faced a racially hostile environment (in violation of Title VI of the Civil Rights Act and California Government Code Section 11135).

In May 2023, all parties agreed to a set of terms articulated in a comprehensive [settlement agreement](#) requiring that an independent monitor (IM) create an action

¹⁵ It should be noted that defendants have questioned the relevance of including this background information in the action plan. The IM has opted to include it, as this background illustrates potential barriers to the effective and expeditious implementation of this action plan. Much of the work needed to address the settlement agreement is intertwined with addressing and removing systemic barriers named in this section.

plan to achieve 22 *directives* spelled out in the settlement agreement and evaluate compliance with the action plan over the ensuing five years. The terms included, among other things, a substantial reduction in disciplinary referrals of students with disabilities and Black students with disabilities, substantially more integrated classrooms for students with disabilities and Black students with disabilities, systems to prevent and remediate the bullying of students with disabilities and Black students with disabilities, legally compliant special education assessments, and the creation of best practices for the processes and issues regarding Individualized Education Programs (IEPs).

The lawsuit, settlement agreement, and this action plan are all informed by, among other things, the following independent data analyses and reports:

- Council of the Great City Schools audit, [Improving Special Education Services in the Sacramento City Unified School District](#);
- The California Community College Equity Assessment Lab report, [The Capitol of Suspensions](#);
- [Experts Evaluation Report for Sacramento City School District Special Education, School Discipline, and Implicit Bias](#) (compiled by experts from Sacramento State University, Epoch Education, and the University of Oregon); and The California Collaborative for Educational Excellence (CCEE) report, [Systemic Instructional Review](#).

It should be noted that the required actions set forth in this action plan are by and large consistent with recommendations made in the aforementioned reports.

Independent Monitor Role

San Francisco Coalition of Essential Small Schools (SF-CESS) was named as the IM in July 2023. In this role, SF-CESS is tasked with writing an action plan that includes steps intended to achieve the 22 directives, alongside specific measurable time-bound targets, assuming the IM finds that such steps are not already in place and/or such outcomes have not already been achieved. To this end, the IM's first tasks were to conduct an assessment using district data and primary qualitative data collection (interviews and focus groups); to update data findings that prompted the lawsuit and settlement; and to inventory the district's existing programs, assets, and capacity to achieve the 22 directives. Notably, the settlement agreement stipulates that:

[T]he Independent Monitor and any retained personnel by the Independent Monitor shall be entitled to access to all District records and data, including student records, except for materials protected by the attorney-client privilege or attorney work product doctrine from either Party. The Independent Monitor and any retained personnel by the Independent Monitor shall have access to District premises, including to observe classroom instruction and speak with District staff, as necessary to perform the

Independent Monitor's duties under this Agreement and subject to procedures required by the District of visitors to District premises...in keeping with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, 34 C.F.R. Part 99, Education Code section 49060 et seq., and similar state laws.

Progress and Barriers Encountered

During the IM's assessment process, SCUSD leaders continually expressed alignment with the goals of this settlement and a strong will and desire to advance the effort. The IM has received several sets of quantitative data pertaining to special education and discipline and has been given access to a single district official through whom all requests are being funneled. However, systemic barriers (bureaucracy, communication culture, data collection, data use, norms, politics, protocols, etc.) persist in preventing effective and timely execution of essential work and the creation of conditions necessary to meet the goals of the settlement.

For example, several data requests are still outstanding. And the district has not facilitated IM team access to schools for the purpose of gathering input, feedback, and other forms of qualitative data related to each school's and SCUSD's cultural proficiency level.

Furthermore, after much collaboration and planning, a community launch was delayed from November and scheduled for December 7, 2023, to ensure more attendance and representative teams from all schools. While the efforts led to a large representation of BPSB community members and significant attendance from SCUSD central office, fewer than 10 school representatives (three of whom were school administrators) from only 6 of the 75 schools attended. Those in attendance stated that communication and scheduling conflicts were the main reasons for the low attendance and noted that the invitation had gone out three days prior to the event.

One of the agenda-supported goals for this meeting was to gather data from every school team related to SCUSD's reported efforts that have been taken in response to the settlement. The topics were:

1. Board Certified Behavior Analysts (BCBA)
2. Anti-Bias/ Anti-Racism Professional Development
3. De-Escalation Efforts
4. Policies & Procedures

As a result of the poor attendance by school site personnel, the IM made a request for feedback virtually after the meeting—even from those in attendance. No feedback has been received. The IM was able to hold informal meetings with some school representatives, which revealed varied and uneven practices regarding each of the above listed topics. The most consistent finding from these conversations was that

most of these efforts were neither required nor executed with fidelity and consistency across all sites.

The only effort that was executed across all sites was the anti-bias PD for principals. This effort was seen as positive, but it did not necessarily trickle down to sites in a formal manner or in PD for school staff. In addition, it was reported that the primary vendor of this work changed this year for unknown reasons with less than positive results.

Around December 2023, the IM requested access to principals via principal meetings—specifically requesting that principals hold 30 minutes per month to accelerate communications. This request was met with what may be considered reasonable and standard bureaucracy of scheduling, permissions, communication, etc. The result, however, was an additional delay.

The IM’s attempts to gather these data have continually been stalled based on what seems to be a larger district culture that translates to impediments in accomplishing these data-gathering efforts. This culture has manifested in a number of ways, including those stated above, as well as a lack of shared understanding of the importance of qualitative and observational data. Additionally, and uniquely for the IM’s requirement to access schools, there was a dynamic by which permission was perceived as needed to conduct these efforts (i.e., from unions or the superintendent), leading to many behind-the-scenes negotiations and further delays. The IM engaged in these conversations because it is an important condition to create buy-in to facilitate and expedite progress, but at some point, this effort became ineffective.

The barriers to access have proven formidable and are in direct conflict with the terms of the settlement agreement, which clearly state that the IM is to have access to data, premises, and personnel, in compliance with FERPA and related laws. Currently, the IM has concluded that the lack of results and poor access to data are in themselves data findings. These findings indicate a need for high-level district personnel to take ownership of the settlement agreement and respond promptly and comprehensively to IM requests for access.

Timeline Leading to Action Plan

Below is a timeline listing key events in the lead-up to the action plan.

Year	Significant Event
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2018	The California Community College Equity Assessment Lab release of The Capitol of Suspensions , which showed SCUSD’s suspension rate for Black male students to be more than five times higher than the state average and recommended intensive, ongoing professional development for all SCUSD educators on unconscious bias, racial microaggressions, culturally mediated behaviors, and teaching practices for boys and young men of color.
2019	<p>September Black Parallel School Board v. Sacramento City Unified School District (2:19-cv-01768) filed in the U.S. District Court for the Eastern District of California, claiming discrimination based upon disability and race, calling out special education practices and student discipline with an emphasis on Black students with disabilities; September 20 (virtual) and September 26 (in person at Hiram Johnson High School) town halls on settlement agreement led by District and Plaintiff BPSB; District affirms at in-person town hall District’s policy prohibiting soft suspensions.</p> <p>December Parties enter agreement providing for a structure for settlement discussions; interim measures agreed upon, including directing District staff to grant all parent/ guardian requests for IEP and 504 assessments, to hold Manifestation Determination meetings after six cumulative days of suspensions, and to halt violations of students’ school discipline rights, including the use of informal suspensions, suspensions for non-suspendable offenses, failure to consider other means of correction, and violations of due process rights.</p>
2020	<p>issues raised in the litigation initiated, including writing a report.</p> <p>November Adjustments made in SCUSD Special Education Leadership Team, including Assistant Superintendent and Special Education Local Plan Area (SELPA) Director.</p>

	April CCEE published the Systemic Instructional Review (SIR) report , which includes a comprehensive set of actions to improve professional learning, assessment and data, and internal collaboration, as well as procedures to advance equity.
	May Plaintiffs and defense attorneys begin negotiations over terms of settlement; joint motion filed to further extend stay and referral for settlement conference.
	December Agreement reached on non-fee terms of settlement, including that implementation of the settlement be overseen through an IM model, with an IM identified within 45 days of agreement consent.
2023	<i>SCUSD et al.</i> , (Case No. 2:19-cv-01768-DJC-KJN) executed.
	September SCUSD Board of Education approval of SF-CESS contract as IM; Board identifies comprehensive data assessment as the first task for the IM.
	November 20 and December 1 SF-CESS visit to SCUSD to gather data—meeting with SELPA director, but no other district executives available to meet; SCUSD LCAP Interim Director, Strategy & Continuous Improvement, Dr. Eldredge, indicates that communication <u>cannot</u> go through him.
	December 7 In-person community meeting held to orient school administrators to the work; notice sent three days before event, so event was attended by three school administrators, some central office personnel, parents, and students; 116 invited, 35 attended.
2024	

January–March Data extracts and policies received and analyzed by IM team, some data requests never fulfilled; action planning conducted nevertheless.

Subcommittees

The actions delineated in this action plan were assembled by the following three subcommittees, each of which comprises members of the IM team with specific expertise in the relevant subcommittee areas of focus along with members of the plaintiff group/counsel (district staff were invited but had little to no participation in subcommittees):

Disproportionality in Special Education and Discipline Subcommittee: Responsible for analyzing special education and discipline data toward the identification of actions and targets for Directives 1–10, 12, 13, and 14.

Systems & Structures Subcommittee: Responsible for reviewing district policies, procedures, and practice manuals toward the identification of actions and targets for Directives 11, 15, 16, 18, 20, 21, and 22.

Cultural Proficiency Subcommittee: Responsible for collecting data on cultural proficiency through a Cultural Proficiency Self-Assessment survey, Equity Walks, focus groups, and interviews, toward the identification of actions and targets for Directives 17 and 19.

Theory of Change

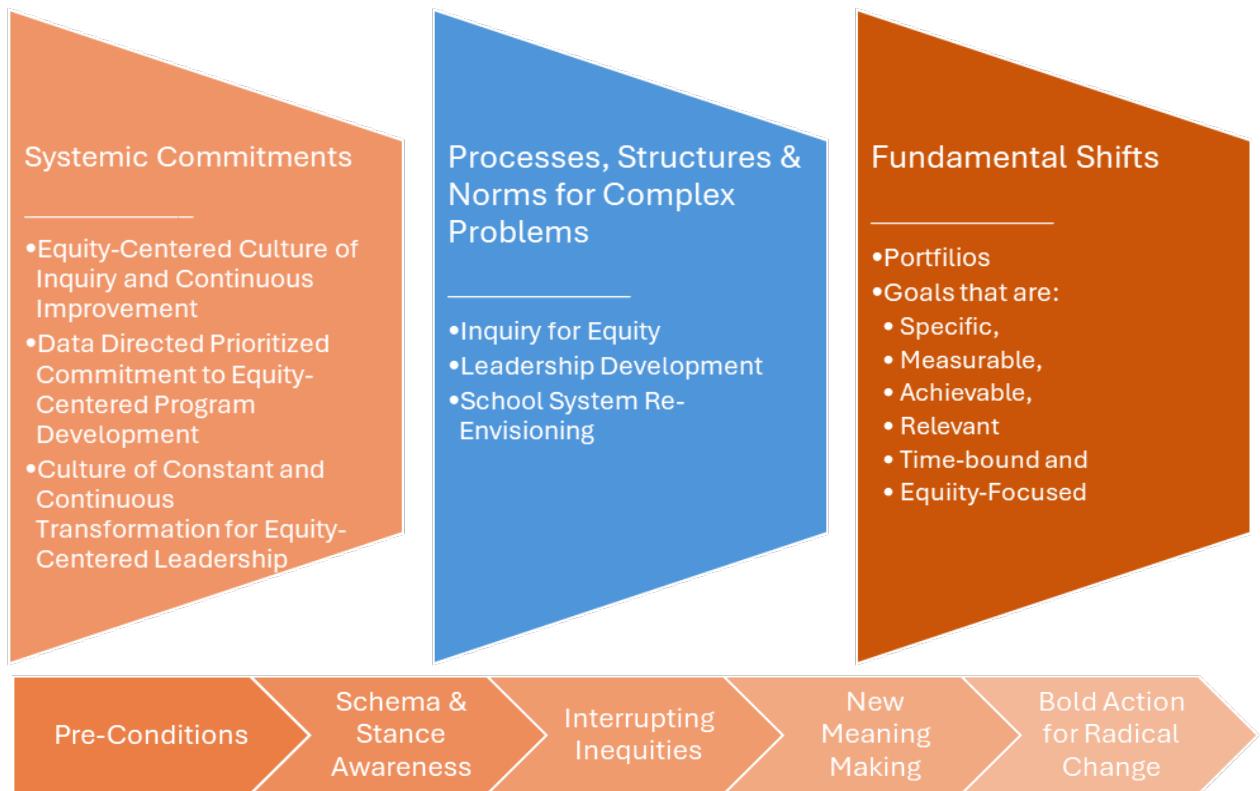
In its capacity as IM, SF-CESS recognizes that meeting the mandates of the settlement agreement will require not only that SCUSD change a number of its policies, procedures, and practices but also that it undergoes an organizational and cultural transformation. The theory of change underpinning this transformation corresponds to the [SF-CESS Cultural Proficiency Rubric](#) (Appendix F) according to which schools and school districts move from Cultural Blindness, to Cultural Pre-Competence, to Cultural Competence, and eventually to Cultural Proficiency along the following five domains:

- Acceptance and Respect for Differences;
- Attention to Dynamics Across Difference;
- Continuous Expansion of Cultural Knowledge and Resources;
- Adaptation of One's Values and Behaviors and an Organization's Policies and Practices; and

- Ongoing Assessment of One's Own and the Organization's Culture

With the ultimate aim of achieving a Culture of Inquiry for Equity, the SF-CESS model leads educational organizations through a multi-stage process, beginning with pre-conditions for change and culminating in bold action for radical change. The drivers of this change are commitments made throughout the system toward:

- ➔ Equity-Centered Culture of Inquiry and Continuous Improvement
- ➔ Data-Directed, Prioritized Commitment to Equity-Centered Program Development
- ➔ Culture of Constant and Continuous Transformation for Equity-Centered Leadership



APPENDIX B. LAUSD BULLETIN 5655.3—GUIDELINES FOR STUDENT SUSPENSIONS

[https://www.lausd.org/cms/lib/CA01000043/Centricity/domain/416/friday
brief/friday brief jan-Feb 2020/BUL-5655.3 Guidelines for Student Suspensions.pdf](https://www.lausd.org/cms/lib/CA01000043/Centricity/domain/416/friday%20brief/friday%20brief%20jan-Feb%2020/BUL-5655.3%20Guidelines%20for%20Student%20Suspensions.pdf)
(2016)

APPENDIX C. SAMPLE PERSONAL LEARNING AND SUPPORT PLAN (PLSP)

<https://drive.google.com/file/d/1yQ32cInYPXzdtNu0xCB6O0LH--uWEs01/view?usp=sharing>

APPENDIX D. DISCIPLINE POLICY RECOMMENDATIONS

The SCUSD Board Policies should align with cited state and federal law for the education of students with disabilities. Upon review of the SCUSD Board Policies regarding discipline and behavior intervention for students with disabilities, we recommend the following policy changes:

Overall Changes

- Create a Special Education Policy and Procedures Guide inclusive of all policies relevant to special education services and students with disabilities. By housing these policies in one guiding document, students, families, and staff will have easier access to relevant information.
- Translate Special Education Policy and Procedures Guide into approachable language for parents and students. The current policies contain legal jargon drawn nearly entirely from state code. The Policy and Procedures Guide should contain section summaries in approachable language.

Behavioral Intervention for Students with Disabilities

- Include an understanding of *why* a behavior is occurring as part of a behavior intervention and support plans. Consider including this language from the [Los Angeles Unified School District Special Education Policies and Procedures Manual](#) (2007):
 - Behavior Support Plans should focus on understanding ‘why’ the behavior occurred (i.e. ‘the function’ or ‘communicative intent’) then focus on teaching an alternative behavior that meets the student’s need in a more acceptable way. This includes making “instructional and environmental changes, providing reinforcement, reactive strategies and effective communication.” (Diana Browning Wright, Behavior/Discipline Trainings, 2003)
- Include defined levels of behavior support and intervention. Consider including this language from the LAUSD manual:
 - The structures for addressing student behaviors and creating positive, safe environments for students fall within three levels. Each level includes supports that enable students to access the curriculum and the social environment of the school setting. The levels are:
 - **Universal:** Includes social skills training; positive, proactive discipline; teaching school behavior expectations; active supervision and monitoring; positive reinforcement systems; firm, fair, and corrective discipline; peer supports. There is an emphasis on teamwork and collaboration. Assessment may include data collection resulting in group support systems.
 - **Selected:** Includes all supports at the “Universal” level plus individualized social skills training; self-management programs; Behavior Support Plans (BSP); parent/family training and collaboration; adult mentors; increased academic support. Assessment may include individualized data collection, observations and interviews, FBA resulting in individual Behavior Support Plans with consistent implementation plans within collaborative teams.

- Targeted: Includes all supports at the “Universal” and “Selected” levels plus intensive social skills training; individualized support plans; parent/ family training and collaboration; multi-agency collaboration (wrap-around) services. Assessment includes individualized data collection, observations and interviews, Functional Analysis Assessment (FAA) which may result in a Behavior Intervention Plan (BIP) or a Behavior Support Plan (BSP).
- Amend the list of interventions prohibited in a behavior emergency to specifically prohibit prone containment. The current policy allows for prone containment. Consider this language from the LAUSD manual, which lists this as a prohibited intervention:
 - Simultaneously immobilize all four extremities, including the procedure known as prone containment

Suspension and Expulsion for Students with Disabilities

- Include a clause discouraging the use of suspension. Consider this language from the LAUSD manual:
 - Federal and State laws generally require schools to be proactive and to implement interventions at the earliest sign that a student’s behavior is impeding his/her ability to learn. Students who receive special education services may be suspended *only* when other means of correction have failed to bring about proper conduct. Out of school suspension typically has little relationship to the misconduct and does not support behavioral change.
- Include a section describing appropriate alternatives to suspensions. Consider this language from the LAUSD manual:
 - Discipline is to be used instructionally and while the use of alternatives to suspension includes the use of consequences, the emphasis must be placed on what the student needs to learn in order to avoid future misconduct. The appropriate means of correction may include community service, required mini-courses on conflict resolution, anger management, etc. Change in student behavior is typically supported by a Behavior Support Plan or Behavior Intervention Plan. Homeroom may be used to provide opportunities to learn necessary skills proactively as can after- school detention, where learning activities can be matched to misconduct. Reactive strategies such as de-briefing and de-escalating anger and aggression are both excellent ways to change student behavior. Utilizing in-classroom supports such as buddies can change classroom behavior by providing appropriate peer models. Using a whole school approach that includes mentoring adds a team approach to positive behavior support, helping to change a student’s reputation who has been having a difficult time with behavior over a long period and to support the student in getting re-engaged in the learning community. As a system, schools are encouraged to use a Coordination of Services Team (COST) to match the student to appropriate services, etc. and to use Student Success Team (SST) to identify recommendations. After school detention or Saturday School may be used to provide consequences to students without loss of instructional time.
 - In-School Suspension alternatives are to be used whenever possible as long as the student with disabilities continues to receive services according to his/her IEP.

- Include specific criteria and relevant actions according to the frequency and duration of suspension. Consider this language from the LAUSD manual:
 - **First Suspension:** Whenever a student receiving special education services engages in conduct that results in out of school suspension, a Disciplinary Review Team (DRT) meeting must be convened immediately upon the student's return to school to review the incident and to address the concerns regarding the student. The DRT should, at minimum, include a Dean or counselor, teacher, administrator, an individual with knowledge about positive behavior support strategies, and the parent/ guardian. The team should evaluate the severity of the misconduct and determine whether:
 1. There are interventions that can be used to address the behavior that do not require an IEP team meeting;
 2. The team needs to modify the implementation of the student's current Behavior Support Plan or Behavior Intervention Plan; and if so,
 3. An IEP team meeting should be held to:
 - a. Review the student's current instructional program.
 - b. Develop or revise a Behavior Support Plan to address the behaviors relating to the misconduct.
 - c. Revise the current Behavior Intervention Plan, as needed, to prevent recurrence of the misconduct.

Note: All requirements for parent [or guardian] notification and participation in the IEP meeting must be followed.
 - **Second Suspension: Following misconduct that results in a second suspension, the Dean or other certificated staff member in charge of discipline will:**
 1. Upon the student's return, immediately schedule an IEP meeting to review the student's instructional program in addition to considering any assessments that must be done to identify the function of the student's behavior and /or to develop, review, or modify the Behavior Support Plan or Behavior Intervention Plan. The IEP is to identify other interventions as appropriate to prevent a recurrence of the misconduct.
 2. Gather pertinent information from the Disciplinary Review Team (DRT).
 - **Five or More Days of Suspension: Five or more days of suspension is a serious indicator that the student continues to struggle with behavior that impedes learning. If the student's suspensions reach eight (8) cumulative days of suspension, an IEP team must meet to do the following:**
 1. Discuss the misconduct(s) and the relationship between the misconduct and the student's disability.
 2. Review any behavioral assessments that have been conducted about this student. If the student's behavior is serious and the student does not have a Functional Analysis Assessment (FAA), consult with the Behavior Intervention Case Manager (BICM) to determine whether an FAA should be conducted. (See Bulletin H-50 Rev.). **Note:** If the IEP team determines that an FAA is needed, an assessment plan must be completed and approved by the parent; an FAA must be conducted by a Behavior

Intervention Case Manager (BICM); and an IEP team meeting must be held to consider the FAA and recommendations (see Bulletin H50 Rev.).

- a. FAA Review the student's current IEP, including the Behavior Support Plan (BSP) or Behavior Intervention Plan (BIP) and its implementation, and make any modifications necessary, to determine whether or not it continues to be an appropriate offer of FAPE (see Appendix A, *Determining Placement in the Least Restrictive Environment*, p 181 from the [Los Angeles Unified School District Special Education Policies and Procedures Manual](#) (2007)).
 - b. The maximum number of days a student with disabilities can be suspended **shall not exceed 10 cumulative days** in a school year, [sic] On day 11, if not before, the student must return to the school site, an IEP meeting is held to determine appropriate services. Informal suspension, whereby a parent [or guardian] is advised to keep a student at home, is prohibited.
- Include criteria prohibiting expulsion if the student's behavior was the result of the district's failure to implement their IEP. Consider language from the LAUSD manual:
 - A student with a disability who receives special education services and is being considered for expulsion is required to have a manifestation determination (pre-expulsion) IEP, and can only be expelled if the alleged misconduct of the student meets the District's criteria for expulsion, and:
 1. The conduct in question was not caused by, and did not have a direct and substantial relationship to, the student's disability; and
 2. The conduct in question was not the direct result of the District's failure to implement the IEP.
 - Include required actions that must be taken if it is determined that the student's behavior is a manifestation of their disability. Consider language from the LAUSD manual:
 - [If the] IEP team determines that the alleged misconduct is a manifestation of the disability
 1. The expulsion process should not proceed.
 2. The IEP team should discuss and document appropriate steps (including changes to the IEP supports, modifications, services, aids and placement) to address the student's conduct and the student's IEP, and the Behavior Support Plan, should be amended appropriately.
 3. Requests for further assessments should also be made if the IEP team deems it appropriate.
 4. Contact the Special Education Support Unit or Student Discipline Proceedings Unit for guidance on follow-up actions.

APPENDIX E. GAMUT TEMPLATE FROM CSBA

[HTTPS://WWW.CSBA.ORG/EN/PRODUCTSANDSERVICES/POLICYSERVICES/GAMUT#GSC.TAB=0](https://www.csba.org/en/productsandservices/policy-services/gamut#gsc.tab=0)

APPENDIX F. CULTURAL PROFICIENCY SELF-ASSESSMENT SURVEY RUBRIC

https://drive.google.com/file/d/1FJmXfMsyojWznJkm2vpo_ytWpKP55MO9/view?usp=sharing

APPENDIX G. EQUITY WALKS OVERVIEW

[https://drive.google.com/file/d/11eotjgtCi5hgR9gbivrTD-
yoZhFrGs5Q/view?usp=sharing](https://drive.google.com/file/d/11eotjgtCi5hgR9gbivrTD-
yoZhFrGs5Q/view?usp=sharing)

APPENDIX H. DRAFT STAFF CAPACITY SURVEY

SWD Professional Experience Survey

Please select your school from the dropdown list:

During the current school year (2023-24), what is your role at your school?

☐ General Education Teacher ()

Special Education Teacher

☐ Instructional Aide (e.g., Paraprofessional, Teaching/Instructional Assistant)

☐ School Administrator (refers to principals, vice principals and other school-level administrators)

[add other so participants can list their role]

☐ Other: _____ *

{SKIP LOGIC GENERAL EDUCATION TEACHER ONLY}

What is your role in working with students with disabilities (select all that apply for your role)?

☐ Do not teach any students with disabilities

☐ Teach students with disabilities with support from one or more Instructional Aide(s) or Paraprofessional(s)

☐ Teach students with disabilities with consultation from a special educator or specialist ☐

Teach students with disabilities with push-in from a special educator or specialist

☐ Teach students with disabilities with a special education co-teacher

☐ Teach students with disabilities *without* co-teacher, consultation, or push-in support ☐

Other (please fill in): _____

{SKIP LOGIC SPECIAL EDUCATION TEACHER ONLY}

What is your role in working with students with disabilities (select all that apply for your role)?

☐ Teach students with disabilities in a resource or special-education only class

☐ Provide consultation support to general education teachers, but not push-in or co-teaching support

☐ Provide push-in/in-class support to general education teachers(s)

☐ Co-teach with general education teacher(s)

☐ Other (please fill in):

{SKIP LOGIC AIDE/OTHER ONLY}

What is your role in working with students with disabilities (select all that apply for your role)?

☐ Do not teach any students with disabilities

☐ Provide support to one student with disabilities as a 1:1 aide

☐ Provide support to one or more students with disabilities in a general education class

☐ Provide support to one or more students with disabilities in a resource or special education-only class

☐ Provide support in a mixed classroom with general education and special education co-teachers

☐ Other (please fill in): _____

During the current school year (2023-24), approximately what percent of the students you work with are students with disabilities?

☐ I do not provide support services to or teach any students with disabilities

☐ 1% - 10%

☐ 11% - 25%

☐ 26% - 50%

☐ 51% - 75%

☐ 76% - 99%

☐ 100%

[ALL SURVEY TAKERS]

Please indicate your level of agreement with the following statements regarding working with students with disabilities.

	Strongly disagree	Somewhat disagree	Somewhat agree	Strongly agree
With high-quality instruction/support, students with disabilities can achieve grade-level standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teaching students with disabilities can be effective when students are placed in general education classrooms.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
All students, including students with disabilities, can meet high academic standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Students with disabilities should be included in the general education setting to the greatest degree possible.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I believe every behavior that is considered problematic has a root issue that can be understood.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

{SKIP LOGIC GENERAL EDUCATION TEACHER AND SPECIAL EDUCATION TEACHER ONLY}

Please indicate your level of confidence in doing the following to support and teach students with disabilities.

	Little confidence I can do it	Confident I can do this somewhat	Confident I can do quite a bit of it	Certain I can do it
I can adapt the curriculum/my lesson plans to help meet the needs all of my students, especially students with disabilities.	()	()	()	()
I can use a wide variety of strategies for teaching the curriculum to enhance understanding for all of my students, especially those with disabilities (e.g., I can break down a skill into its component parts to facilitate learning for students with disabilities.)	()	()	()	()
I can establish meaningful relationships with students with disabilities.	()	()	()	()
I can create a classroom environment that is welcoming for students with disabilities in my classroom.	()	()	()	()
I can utilize positive behavior interventions to	()	()	()	()

manage student behavior.				
I can manage a safe and supportive classroom environment that reduces behavior challenges.	()	()	()	()

{SKIP LOGIC ALL BUT SCHOOL ADMINS }

Please indicate your level of agreement with the following statements about your school leaders' support for serving students with disabilities. "School leaders" refers to principals, vice principals and other school-level administrators.

	Strongly disagree	Somewhat disagree	Somewhat agree	Strongly agree
My school leaders provide support when I share challenges in teaching students with disabilities.	()	()	()	()
My school leaders/school culture demonstrate a strong commitment to meeting the learning needs of students with disabilities.	()	()	()	()
My school leaders provide sufficient opportunities for professional development about effective practices for teaching students with disabilities.	()	()	()	()
My school/ district provides resources (training, staff, resources) to help me manage classroom behavior.	()	()	()	()

{SKIP LOGIC SCHOOL ADMINS ONLY}

Please indicate your level of agreement with the following statements about support for serving students with disabilities in your role as a school leader. "School leaders" refers to principals, vice principals and other school-level administrators.

	Strongly disagree	Somewhat disagree	Somewhat agree	Strongly agree
In my role as a school leader, I provide support when staff				

share challenges in teaching students with disabilities.	()	()	()	()
My school culture demonstrates a strong commitment to meeting the learning needs of students with disabilities.	()	()	()	()
In my role as a school leader, I provide sufficient opportunities for professional development about effective practices for teaching students with disabilities.	()	()	()	()

APPENDIX I. BEHAVIOR MTSS ACTION PLAN

This document outlines an implementation plan for an MTSS approach to supporting and responding to student behavior. In Year 0, the 2023–2024 school year, SCUSD will convene the MTSS Planning Group (including teachers, principals, union leadership, and district office staff who are deemed relevant to MTSS) that reports to the Oversight Committee to outline the MTSS procedure and supports and determine demonstration schools. In Year 1, the 2024–2025 school year, SCUSD will pilot the MTSS approach in selected demonstrated schools and engage in continuous improvement to identify strengths and challenges in the implementation process. Based on this feedback, in Year 2, the 2025–2026 school year, SCUSD will implement the MTSS approach in the rest of its constituent schools and engage in fidelity assessments. Beyond Year 2, SCUSD will continue to improve the MTSS approach based on feedback from staff, students, and parents and engage in evaluation to understand outcomes for students, especially Black students and students with disabilities.

Year 0—Planning (2023–2024)

- Select demonstration schools for initial implementation using a combination of need, readiness, and commitment criteria.
 - [Selecting Demonstration Schools \(2021\)](#)
 - [School Readiness Tool \(2021\)](#)
- Develop a professional development plan for training and coaching to support MTSS implementation, differentiated across schools and based on data/need and implementation phase.
 - Identify ongoing coaching activities at the district and school levels.
 - [Professional Development and Coaching Guidance \(2021\)](#)
 - [Coaching for Ongoing Professional Learning Within Tiered Support Models \(2020\)](#)
 - Establish a request for assistance process to be managed by an identified person (e.g., advanced tier team lead) and educate all e.g., school staff, community partners, students) on the process.
 - [Request for Assistance Guidance \(2022\)](#)
 - [Sample Request for Assistance Form \(2022\)](#)
 - [MTSS Infrastructure and Support Mechanisms Series: Communication With and Involvement of All Staff \(2022\)](#)
- Tier 1
 - Establish guidelines for schoolwide positive behavior expectations and acknowledgment systems to serve as a consistent foundation for MTSS in schools.

- [Developing a Schoolwide Behavior Expectation & Acknowledgment System \(2021\)](#)
 - [California MTSS Framework \(2021\)](#)
 - [Tips for Intensifying Instruction at Tier 1 \(2021\)](#)
 - Select a universal social-emotional learning (SEL) curriculum that aligns with schoolwide positive behavior expectations to aid both students and teachers in learning and applying SEL skills.
 - [Selecting a SEL Curriculum \(2023\)](#)
- Tier 2
 - § [Building a Culture of Staff Wellness Through Multi-Tiered System of Supports \(2021\)](#)
 - Establish guidelines for schoolwide behavior response plans that are aligned with behavior expectations and focus on restorative disciplinary policies and processes.
 - [Designing a Schoolwide Behavior Response Plan \(2021\)](#)
 - [Restorative Approaches to Addressing Student Behaviors \(2021\)](#)
 - [Sample Behavior Response Flowchart \(2022\)](#)
 - [10 Essential Features of Tier 2 \(2023\)](#)
 - Select a universal social-emotional screener based on scholarly evidence, cost/resources, fit with other initiatives, and readiness/capacity to implement. Establish routines and procedures for administering the screener and collecting, managing, analyzing, and sharing data. Ensure a response plan including adequate personnel and continuum of interventions in place to address needs.
 - [Universal Social-emotional Screening in Schools \(2021\)](#)
 - [Review of Social-emotional Screening Tools \(2023\)](#)
 - [Best Practices in Universal Social, Emotional, and Behavioral Screening: An Implementation Guide \(nd\)](#)
 - Establish a protocol for selecting evidence-based practices (EBPs) for installation across all schools, including annual review of existing interventions.
 - [Selecting High-Leverage Practices \(2021\)](#)
- Tier 3
 - Develop community mental health facilitated referral pathway(s) to assist youth with behavioral health needs and provide their families access community-based supports and services when indicated.
 - [Developing Facilitated Referral Pathways \(2021\)](#)
 - [How Can We Ensure IEP Teams Provide the Most Intensive Supports? \(2018\)](#)

- [Intensive Intervention Meeting Facilitator’s Guide \(2021\)](#)

Year 1—Implementation in Demonstration Sites (2024–2025)

- Level-set knowledge and understanding of school-level MTSS routines and procedures.
 - [Establishing MTSS-B Routines & Procedures \(2021\)](#)
- Professional Learning
 - Implement ongoing coaching activities at the district and school levels for school staff and school leaders.
 - Utilize request for assistance process identified in planning phase to continue to educate stakeholders (school staff, community partners, parents, students).
- Tier 1
 - Integrate universal SEL curriculum in classrooms determined in Year 0.
 - Publicize guidelines for schoolwide positive behavior expectations determined in Year 0.
- Tier 2
 - Implement school wide behavior response plans and restorative disciplinary practices identified in Year 0.
 - Administer the universal SEL screener identified in Year 0 and collect, manage, analyze, and share data. Implement response plan including adequate personnel and continuum of interventions in place to address needs.
 - Install EBPs for behavior interventions in schools and conduct first annual review.
- Tier 3
 - Utilize the community mental health facilitated referral pathway(s) identified in Year 0.
 - Plan for expansion into remaining schools
 - Gather feedback from stakeholders (students, parents, teaching staff—general education and special education, support staff, school leaders) regarding the experience of MTSS in the demonstration sites.
 - [Going Beyond the Basics: Using Feedback to Support MTSS Implementation \(2018\)](#)
 - Conduct self-assessments and district-led assessments of implementation to identify strengths and areas for additional support utilizing the following tools, where appropriate:
 - [District MTSS Action Planning Tool \(2022\)](#)

- [NIRN Hexagon Discussion & Analysis Tool \(2019\)](#)
- [Fidelity Integrity Assessment \(2020\)](#)
- [Self-Assessment of MTSS Implementation \(2022\)](#)
- [MTSS Fidelity of Implementation Rubric \(2023\)](#)
- [Effective Coaching of Teachers: Fidelity Tool Worksheet \(2018\)](#)
- [Measuring Fidelity of Core Features of Tier 2 Systems and Practices in Schools \(2023\)](#)
- Amend implementation procedures based on feedback from demonstration sites and assessments.

Year 2—Expansion into Remaining Schools (2025–2026) (*adjust as needed based on demonstration school feedback*)

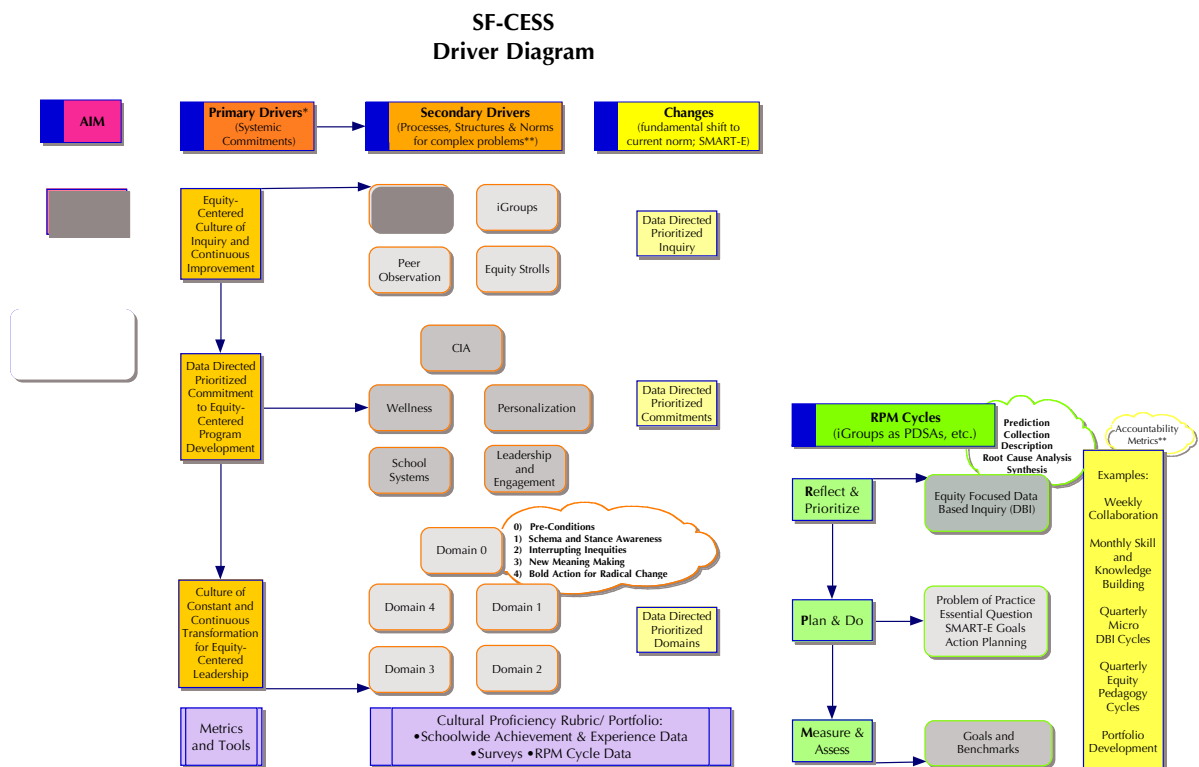
- Level set knowledge and understanding of school-level MTSS routines and procedures.
 - [Establishing MTSS-B Routines & Procedures \(2021\)](#)
- Professional Learning
 - Implement ongoing coaching activities at the district and school levels for school staff and school leaders.
 - Utilize request for assistance process identified in planning phase to continue to educate stakeholders (school staff, community partners, parents, students).
- Tier 1
 - Integrate universal SEL curriculum in classrooms determined in Year 0.
 - Publicize guidelines for schoolwide positive behavior expectations in Year 0.
- Tier 2
 - Implement schoolwide behavior response plans and restorative disciplinary practices identified in Year 0.
 - Administer the universal SEL screener identified in Year 0 and collect, manage, analyze, and share data. Implement response plan including adequate personnel and continuum of interventions in place to address needs.
 - Install EBPs for behavior interventions in schools and conduct annual review.
- Tier 3
 - Utilize the community mental health facilitated referral pathway(s) identified in Year 0.
- Engage in continuous improvement processes and evaluation in Year 2 and moving forward with all schools.

- Gather feedback from stakeholders (students, parents, teaching staff—general education and special education, support staff, school leaders) regarding the experience of MTSS in the demonstration sites.
 - [Going Beyond the Basics: Using Feedback to Support MTSS Implementation \(2018\)](#)
- Conduct self-assessments and district-led assessments of implementation to identify strengths and areas for additional support utilizing the following tools, where appropriate:
 - [District MTSS Action Planning Tool \(2022\)](#)
 - [NIRN Hexagon Discussion & Analysis Tool \(2019\)](#)
 - [Fidelity Integrity Assessment \(2020\)](#)
 - [Self-Assessment of MTSS Implementation \(2022\)](#)
 - [MTSS Fidelity of Implementation Rubric \(2023\)](#)
 - [Effective Coaching of Teachers: Fidelity Tool Worksheet \(2018\)](#)
 - [Measuring Fidelity of Core Features of Tier 2 Systems and Practices in Schools \(2023\)](#)
 - [MTSS Evaluation Tip Sheet \(2022\)](#)

Amend MTSS procedures based on feedback and assessments.

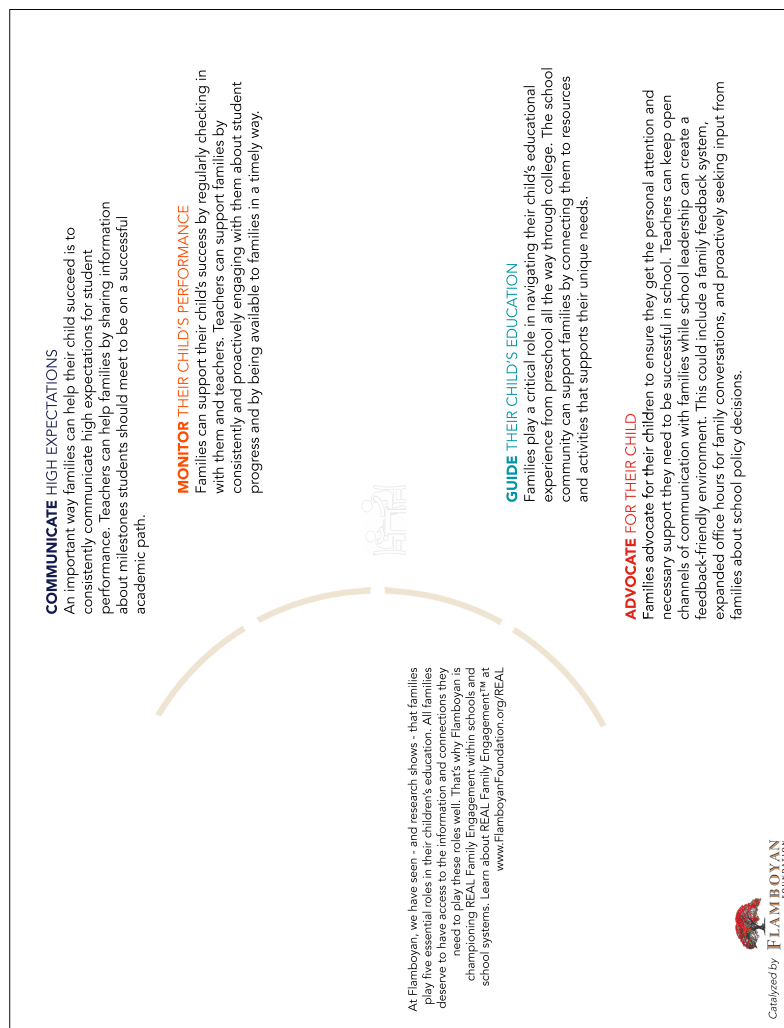
APPENDIX J. KEY DRIVER DIAGRAM

https://drive.google.com/file/d/1eG0iDl0_7nGhJj0QRheO9a17mVrjSF76/view?usp=drive_link



APPENDIX K. FLAMBOYAN FIVE ESSENTIAL ROLES

<https://flamboyanfoundation.org/wp-content/uploads/2020/01/Five-Roles-Families-Play-Flamboyan-Foundation.pdf>



APPENDIX L. CONFIDENTIAL STUDENT RECORDS – NOT AVAILABLE TO THE PUBLIC



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.3

Meeting Date: February 6, 2025

Subject: English Learner Parent Engagement: SCUSD ELAC
Implementation Update

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

Division: Multilingual Literacy Department

Recommendation: Informational Item Only

Background/Rationale:

California school districts are required to adhere to policies that support English learners and their families. Enacted in 2017, the California English Learner Roadmap aims to enhance the educational system and improve outcomes by focusing on standards, curriculum, assessments, educator quality, early childhood education, family support services, community involvement, and higher education. Principle #1 emphasizes the importance of building strong partnerships between families and schools (EL Roadmap, 2017).

According to Education Code Sections 51100-51102, Section 51100(a) emphasizes that active participation by parents, guardians of school-age children attending public schools, and other community members is vital to strengthening public education and supporting our democratic system of government. The involvement of parents and guardians in the education process is a cornerstone of a thriving and effective public education system.

SCUSD's ELPAC Goal 3, Action 3.14, highlights the importance of offering families and guardians diverse capacity-building and constituent service opportunities. It also aims to

enhance families' sense of belonging and connection to their school community, fostering a stronger and more inclusive educational environment.

Financial Considerations: The District's Title III English Learner and Immigrant allocations and LCFF are included to increase English learner-parent engagement opportunities. Each school with 21 English Learners (EL) students must have a functioning ELAC (Title III) and additional support to parents and families is supported by LCFF funds.

LCAP Goal(s):

Goal 3, Priority 3: Parental Involvement and Engagement

Documents Attached:

1. [California English Learner Roadmap](#)
2. [English Learner Program Instrument](#)
3. [2024 - 2025 Local Control Accountability Plan](#)

Estimated Time of Presentation: 10 minutes

Submitted by: Yvonne Wright, Chief Academic Officer; Dr. Olga L. Simms, Multilingual Literacy Director

Approved by: Lisa Allen, Superintendent

;



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1

Meeting Date: February 6, 2025

Subject: Public Hearing on Sacramento City Unified School District's Initial Proposal ("Sunshine Proposal") To The Sacramento City Teachers Association For 2025-2026 Successor Negotiations

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

Recommendation: Hearing and Approval of Sacramento City Unified School District's Initial Proposal ("Sunshine Proposal") to the Sacramento City Teachers Association for 2025-2026 Successor Negotiations

Background/Rationale: Under the Educational Employment Relations Act (EERA), the District and employee organizations shall publicly present their initial proposals related to collective bargaining, which shall thereafter be public records (Government Code § 3547). The purpose of this item is to provide public notice and adoption of the District's initial proposals

Financial Consideration: TBD

LCAP Goal(s): Graduation Outcomes, Academic Outcomes, and Welcoming and Safety Outcomes

Documents Attached:

1. Public Hearing Notice

Estimated Time of Presentation: 5 minutes

Submitted by: Cancy McArn, Chief Human Resources Officer and
Lead Negotiator

Approved by: Lisa Allen, Superintendent

Sacramento City Unified School District

**CONSIDERATION AND PUBLIC NOTICE OF SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S
INITIAL PROPOSAL ("SUNSHINE PROPOSAL") TO THE SACRAMENTO CITY TEACHERS
ASSOCIATION FOR 2025-2026 SUCCESSOR NEGOTIATIONS**

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:

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S INITIAL PROPOSAL ("SUNSHINE PROPOSAL")
TO THE SACRAMENTO CITY TEACHERS ASSOCIATION FOR 2025-2026 SUCCESSOR
NEGOTIATIONS**

Copies of this program may be inspected at:

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

HEARING DATE: Thursday, February 6, 2025

TIME: 6:00 p.m.

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

FOR ADDITIONAL INFORMATION CONTACT: SCUSD Human Resource Services Department
(916) 643-9050



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.2

Meeting Date: February 6, 2025

Subject: Approval of Sacramento City Unified School District's Initial Proposal ("Sunshine Proposal") To The Sacramento City Teachers Association For 2025-2026 Successor Negotiations

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

Recommendation: Hearing and Approval of Sacramento City Unified School District's Initial Proposal ("Sunshine Proposal") to the Sacramento City Teachers Association for 2025-2026 Successor Negotiations

Background/Rationale: Under the Educational Employment Relations Act (EERA), the District and employee organizations shall publicly present their initial proposals related to collective bargaining, which shall thereafter be public records (Government Code § 3547). The purpose of this item is to provide public notice and adoption of the District's initial proposals

Financial Consideration: TBD

LCAP Goal(s): Graduation Outcomes, Academic Outcomes, and Welcoming and Safety Outcomes

Documents Attached:

1. Sunshine Proposal to Sacramento City Teachers Associations – February 6, 2025
2. Executive Summary

Estimated Time of Presentation: 5 minutes

Submitted by: Cancy McArn, Chief Human Resources Officer and
Lead Negotiator

Approved by: Lisa Allen, Superintendent

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

February 6, 2025

**SUNSHINING OF DISTRICT'S INITIAL PROPOSAL TO THE SACRAMENTO CITY
TEACHERS ASSOCIATION FOR 2025-2026 SUCCESSOR NEGOTIATIONS**

The current master agreement for the employee bargaining unit represented by the Sacramento City Teachers Association ("SCTA") expires on June 30th 2025. A copy of the agreement is available for viewing on the District's web site at <https://www.scusd.edu/collective-bargaining-and-contracts>.

Pursuant to Government Code section 3547, the District's initial bargaining proposal for these successor negotiations are required to be presented at a public meeting where members of the public may comment prior to commencing negotiations. The District's initial proposal for 2025-2026 successor negotiations is presented to the Board of Education ("Board") for a public reading at this public meeting. The District's initial proposal is also now presented to the Board at this public meeting on for final approval and "sunshining."

The below initial proposal seeks to negotiate in good faith additions and changes to the collective bargaining agreement that continue to provide an efficiently operating school District, while at the same time ensuring the fiscally sustainable operation of the District in the short and long term.

ACTION BY THE BOARD OF EDUCATION AS FOLLOWS:

The Board hereby presents the District's initial proposal for public comment, and thereafter adopts the following initial proposal for a 2025-2026 successor negotiations. It is the Board's intent that the District work collaboratively with SCTA's negotiations team to reach a fair and equitable agreement that protects the interests of students, parents/guardians, unit members, and the District, while ensuring the fiscally sustainable operations of the District. The following articles are subject to proposed amendments and modifications to identify efficiencies and areas of improvement, to maintain competitive total compensation and support the District's fiscal solvency.

The following articles are being sunshined with the intent of proposing amendments, including but not limited to working to meet needs identified to bring alignment with the Multi-Tier Systems of Support (MTSS); to further enhance educational opportunities for students; to help provide employees with support and training; and to make needed updates to comply with the law.

ARTICLE 3: EFFECT OF AGREEMENT

ARTICLE 5: HOURS OF EMPLOYMENT

ARTICLE 6: EVALUATION

ARTICLE 7: ASSIGNMENTS

ARTICLE 9: LEAVES OF ABSENCE

ARTICLE 11: SAFETY CONDITIONS

ARTICLE 12: COMPENSATION

ARTICLE 15: SUBSTITUTES

ARTICLE 17: CLASS SIZE

APPROVED:

AYES:

NOES:

ABSTAIN:

ABSENT:

Action was taken to adopt this District Initial Proposal for 2025-2026 successor negotiations with SCTA on February 6, 2025.

Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1

Meeting Date: February 6, 2025

Subject: Board Committees and Assignments

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

Division: Board of Education

Recommendation: N/A

Background/Rationale: The Board has asked for additional information regarding existing District advisory committees, including the scope and purpose of each. The Board will discuss the need for committees for the 2025 calendar year and take action to appoint any new committees and/or members to existing committees as it deems appropriate.

Financial Considerations: None

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

Documents Attached: N/A

Estimated Time of Presentation: 15 minutes

Submitted by: Mary Hardin Young, Deputy Superintendent

Approved by: Lisa Allen, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1

Meeting Date: February 6, 2025

Subject: Business and Financial Information: Calendar Year 2025 Investment Policy for the Pooled Investment Fund

- ☒ 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: Since 1987, the Director of Finance has submitted a statement of investment policy to the Sacramento County Board of Supervisors for consideration and adoption. The Board of Supervisors approved the enclosed calendar year 2025 investment policy on December 3, 2024.

Financial Considerations: Reflects standard business information.

LCAP Goal(s): Goal 1 - Graduation Outcomes, Goal 2 - Academic Outcomes, & Goal 3 - Welcoming and Safety Outcomes

Documents Attached:

Sacramento County Annual Investment Policy of the Pooled Investment Fund: Calendar Year 2025

Estimated Time of Presentation: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Superintendent



SACRAMENTO COUNTY

**Annual Investment Policy
of the Pooled Investment Fund**

CALENDAR YEAR 2025

*Approved by the
Sacramento County Board of Supervisors*

December 3, 2024
Resolution No. 2024-0908

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SACRAMENTO COUNTY
Annual Investment Policy
of the Pooled Investment Fund
CALENDAR YEAR 2025

I. Authority

Under the Sacramento County Charter, the Board of Supervisors established the position of Director of Finance and by ordinance will annually review and renew the Director of Finance's authority to invest and reinvest all the funds in the County Treasury.

II. Policy Statement

This Investment Policy (Policy) establishes cash management and investment guidelines for the Director of Finance, who is responsible for the stewardship of the Sacramento County Pooled Investment Fund. Each transaction and the entire portfolio must comply with California Government Code and this Policy. All portfolio activities will be judged by the standards of the Policy and its investment objectives. Activities that violate its spirit and intent will be considered contrary to the Policy.

III. Standard of Care

The Director of Finance is the Trustee of the Pooled Investment Fund and therefore, a fiduciary subject to the prudent investor standard. The Director of Finance, employees involved in the investment process, and members of the Sacramento County Treasury Oversight Committee (Oversight Committee) shall refrain from all personal business activities that could conflict with the management of the investment program. All individuals involved will be required to report all gifts and income in accordance with California state law. When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the Director of Finance shall act with care, skill, prudence, and diligence to meet the aims of the investment objectives listed in Section IV, Investment Objectives.

IV. Investment Objectives

The Pooled Investment Fund shall be prudently invested in order to earn a reasonable return, while awaiting application for governmental purposes. The specific objectives for the Pooled Investment Fund are ranked in order of importance.

A. Safety of Principal

The preservation of principal is the primary objective. Each transaction shall seek to ensure that capital losses are avoided, whether they be from securities default or erosion of market value.

B. Liquidity

As a second objective, the Pooled Investment Fund should remain sufficiently flexible to enable the Director of Finance to meet all operating requirements that may be reasonably anticipated in any depositor's fund.

C. Public Trust

In managing the Pooled Investment Fund, the Director of Finance and the authorized investment traders should avoid any transactions that might impair public confidence in Sacramento County and the participating local agencies. Investments should be made with precision and care, considering the probable safety of the capital as well as the probable income to be derived.

D. Maximum Rate of Return

As the fourth objective, the Pooled Investment Fund should be designed to attain a market average rate of return through budgetary and economic cycles, consistent with the risk limitations, prudent investment principles and cash flow characteristics identified herein. For comparative purposes, the State of California Local Agency Investment Fund (LAIF) and similarly-sized California county pools will be used as performance benchmarks.

V. Pooled Investment Fund Investors

The Pooled Investment Fund investors are comprised of Sacramento County, school and community college districts, districts directed by the Board of Supervisors, and independent special districts and joint powers authorities whose treasurer is the Director of Finance. Any local agencies not included in this category are subject to California Government Code section 53684 and are referred to as outside investors.

VI. Implementation

In order to provide direction to those responsible for management of the Pooled Investment Fund, the Director of Finance has established this Policy and will provide it to the Oversight Committee and render it to legislative bodies of local agencies that participate in the Pooled Investment Fund. In accordance with California Government Code section 53646, et seq., the Board of Supervisors shall review and approve this Policy annually at a public meeting.

This Policy provides a detailed description of investment parameters used to implement the investment process and includes the following: investable funds; authorized instruments; prohibited investments; credit requirements; maximum maturities and concentrations; repurchase agreements; Community Reinvestment Act Program; criteria and qualifications of broker/dealers and direct issuers; investment guidelines, management style and strategy; Approved Lists; and calculation of yield and costs.

VII. Internal Controls

The Director of Finance shall establish internal controls to provide reasonable assurance that the investment objectives are met and to ensure that the assets are protected from loss, theft, or misuse. To assist in implementation and internal controls, the Director of Finance has established an Investment Group and a Review Group.

The Investment Group, which is comprised of the Director of Finance and his/her designees, is responsible for maintenance of the investment guidelines and Approved Lists. These guidelines and lists can be altered daily, if needed, to adjust to the ever-changing financial markets. The guidelines can be more conservative or match the policy language. In no case can the guidelines override the Policy.

The Review Group, which is comprised of the Director of Finance and his/her designees, is responsible for the monthly review and appraisal of all the investments purchased by the Director of Finance and staff. This review includes bond proceeds, which are invested separately from the Pooled Investment Fund and are not governed by this Policy.

The Director of Finance shall establish a process for daily, monthly, quarterly, and annual review and monitoring of the Pooled Investment Fund activity. The following articles, in order of supremacy, govern the Pooled Investment Fund:

1. California Government Code
2. Annual Investment Policy
3. Current Investment Guidelines
4. Approved Lists (see page 9, Section IX.K)

The Director of Finance shall review the daily investment activity and corresponding bank balances.

Monthly, the Review Group shall review all investment activity and its compliance to the corresponding governing articles and investment objectives.

All securities purchased, with the exception of bank deposits, money market mutual funds, and LAIF, shall be delivered to the independent third-party custodian selected by the Director of Finance. This includes all collateral for repurchase agreements. All trades, where applicable, will be executed by delivery versus payment by the designated third-party custodian.

VIII. Sacramento County Treasury Oversight Committee

In accordance with California Government Code section 27130 et seq., the Board of Supervisors, in consultation with the Director of Finance, has created the Sacramento County Treasury Oversight Committee (Oversight Committee). Annually, the Oversight Committee shall cause an audit to be conducted on the Pooled Investment Fund. The meetings of the Oversight Committee shall be open to the public and subject to the Ralph M. Brown Act.

A member of the Oversight Committee may not be employed by an entity that has contributed to the campaign of a candidate for the office of local treasurer, or contributed to the campaign of a candidate to be a member of a legislative body of any local agency that has deposited funds in the county treasury, in the previous three years or during the period that the employee is a member of the Oversight Committee. A member may not directly or indirectly raise money for a candidate for local treasurer or a member of the Sacramento County Board of Supervisors or governing board of any local agency that has deposited funds in the county treasury while a member of the Oversight Committee. Finally, a member may not secure employment with, or be employed by bond underwriters, bond counsel, security brokerages or dealers, or financial services firms, with whom the treasurer is doing business during the period that the person is a member of the Oversight Committee or for one year after leaving the committee.

The Oversight Committee is not allowed to direct individual investment decisions, select individual investment advisors, brokers or dealers, or impinge on the day-to-day operations of the Department of Finance treasury and investment operations.

IX. Investment Parameters

A. Investable Funds

Total Investable Funds (TIF) for purposes of this Policy are all Pooled Investment Fund moneys that are available for investment at any one time, including the estimated bank account float. Included in TIF are funds of outside investors, if applicable, for which the Director of Finance provides investment services. Excluded from TIF are all funds held in separate portfolios.

The Cash Flow Horizon is the period in which the Pooled Investment Fund cash flow can be reasonably forecasted. This Policy establishes the Cash Flow Horizon to be one (1) year.

Once the Director of Finance has deemed that the cash flow forecast can be met, the Director of Finance may invest funds in securities with maturities beyond one year. These securities will be referred to as the Core Portfolio.

B. Authorized Investments

Authorized investments shall match the general categories established by the California Government Code sections 53601 et seq. and 53635 et seq. Authorized investments shall include, in accordance with California Government Code section 16429.1, investments into LAIF. Authorization for specific instruments within these general categories, as well as narrower portfolio concentration and maturity limits, will be established and maintained by the Investment Group as part of the Investment Guidelines. As the California Government Code is amended, this Policy shall likewise become amended.

C. Prohibited Investments

No investments shall be authorized that have the possibility of returning a zero or negative yield if held to maturity except for securities issued by, or backed by, the United States government during a period of negative market interest rates. Prohibited investments shall include inverse floaters, range notes, and interest only strips derived from a pool of mortgages.

All legal investments issued by a tobacco-related company are prohibited. A tobacco-related company is defined as an entity that makes smoking products from tobacco used in cigarettes, cigars, or snuff or for smoking in pipes. The tobacco-related issuers restricted from any investment are any component companies in the Dow Jones U.S. Tobacco Index or the NYSE Arca Tobacco Index.

D. Credit Requirements

Except for municipal obligations and Community Reinvestment Act (CRA) deposits, the issuer's short-term credit ratings shall be at or above A-1 by Standard & Poor's, P-1 by Moody's, and, if available, F1 by Fitch, and the issuer's long-term credit ratings shall be at or above A by Standard & Poor's, A2 by Moody's, and, if available, A by Fitch. There are no credit requirements for Registered State Warrants. All other municipal obligations shall be at or above a short-term rating of SP-1 by Standard & Poor's, MIG1 by Moody's, and, if available, F1 by Fitch.

Community Reinvestment Act Program Credit Requirements

Maximum Amount	Minimum Requirements
Up to the FDIC- or NCUSIF-insured limit for the term of the deposit	<u>Banks</u> — FDIC Insurance Coverage
	<u>Credit Unions</u> — NCUSIF Insurance Coverage <i>Credit unions are limited to a maximum deposit of the NCUSIF-insured limit since they are not rated by nationally recognized rating agencies and are not required to provide collateral on public deposits.</i>
Over the FDIC- or NCUSIF-insured limit	<div>(Any 2 of 3 ratings)</div> <div><div><div>S&P: A-2</div><div>Moody's: P-2</div><div>Fitch: F-2</div></div><div>OR</div><div>Through a private sector entity that assists in the placement of deposits to achieve FDIC insurance coverage of the full deposit and accrued interest.</div></div> <div>Collateral is required</div>

Eligible banks must have Community Reinvestment Act performance ratings of “satisfactory” or “outstanding” from their federal regulator. In addition, deposits greater than the federally-insured amount must be collateralized. Banks must either have a letter of credit issued by the Federal Home Loan Bank of San Francisco or place securities worth between 110% and 150% of the value of the deposit with the Federal Reserve Bank of San Francisco, the Home Loan Bank of San Francisco, or a trust bank.

Since credit unions do not have Community Reinvestment Act performance ratings, they must demonstrate a commitment to community reinvestment lending and charitable activities comparable to what is required of banks.

All commercial paper and medium-term note issues must be issued by corporations operating within the United States and having total assets in excess of one billion dollars (\$1,000,000,000).

The Investment Group may raise these credit standards as part of the Investment Guidelines and Approved Lists. Appendix A provides a Comparison and Interpretation of Credit Ratings by Standard & Poor’s, Moody’s, and Fitch.

E. Maximum Maturities

Due to the nature of the invested funds, no investment with limited market liquidity should be used. Appropriate amounts of highly-liquid investments, such as U.S. Treasury and Agency obligations, should be maintained to accommodate unforeseen withdrawals.

The maximum maturity, determined as the term from the date of ownership to the date of maturity, for each investment shall be established as follows:

U.S. Treasury and Agency Obligations	5 years
Washington Supranational Obligations ¹	5 years
Municipal Notes	5 years
Registered State Warrants	5 years
Bankers Acceptances	180 days
Commercial Paper	270 days
Negotiable Certificates of Deposit	270 days
CRA Bank Deposit/Certificates of Deposit	1 year
Repurchase Agreements	1 year
Reverse Repurchase Agreements	92 days
Medium-Term Corporate Notes	180 days
Collateralized Mortgage Obligations	180 days

¹ The International Bank for Reconstruction and Development, International Finance Corporation, and Inter-American Development Bank.

The Investment Group may reduce these maturity limits to a shorter term as part of the Investment Guidelines and the Approved Lists.

The ultimate maximum maturity of any investment shall be five (5) years. The dollar-weighted average maturity of all securities shall be equal to or less than three (3) years.

F. Maximum Concentrations

No more than 80% of the portfolio may be invested in issues other than U.S. Treasury and Agency obligations. The maximum allowable percentage for each type of security is set forth as follows:

U.S. Treasury and Agency Obligations	100%
Municipal Notes	80%
Registered State Warrants	80%
Bankers Acceptances	40%
Commercial Paper	40%
Washington Supranational Obligations	30%
Negotiable Certificates of Deposit and CRA Deposit/Certificates of Deposit ..	30%
Repurchase Agreements	30%
Reverse Repurchase Agreements	20%
Medium-Term Corporate Notes	30%
Money Market Mutual Funds	20%
Collateralized Mortgage Obligations	20%
Local Agency Investment Fund (LAIF)	(per State limit)

The Investment Group may reduce these concentrations as part of the Investment Guidelines and the Approved Lists.

Excluding U.S. Treasury and Agency obligations, no more than 10% of the portfolio, may be invested in securities of a single issuer including its related entities.

Where a percentage limitation is established above, for the purpose of determining investment compliance, that maximum percentage will be applied on the date of purchase.

G. Repurchase Agreements

Under California Government Code section 53601, paragraph (j) and section 53635, the Director of Finance may enter into Repurchase Agreements and Reverse Repurchase Agreements. The maximum maturity of a Repurchase Agreement shall be one year. The maximum maturity of a reverse repurchase agreement shall be 92 days, and the proceeds of a reverse repurchase agreement may not be invested beyond the expiration of the agreement. The reverse repurchase agreement must be "matched to maturity" and meet all other requirements in the code.

All repurchase agreements must have an executed Sacramento County Master Repurchase Agreement on file with both the Director of Finance and the Broker/Dealer. Repurchase Agreements executed with approved broker-dealers must be collateralized with either: (1) U.S. Treasury and Agency obligations with a market value of 102% for collateral marked to market daily; or (2) money market instruments on the Approved Lists of the County that meet the qualifications of the Policy, with a market value of 102%. Since the market value of the underlying securities is subject to daily market fluctuations, investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102% no later than the next business day. Use of mortgage-backed securities for collateral is not permitted. Strictly for purposes of investing the daily excess bank balance, the collateral provided by the Sacramento County's depository bank can be U.S. Treasury and Agency obligations valued at 110%, or mortgage-backed securities valued at 150%.

H. Community Reinvestment Act Program

The Director of Finance has allocated within the Pooled Investment Fund, a maximum of \$90 million for the Community Reinvestment Act Program to encourage community investment by financial institutions, which includes community banks and credit unions, and to acknowledge and reward local financial institutions that support the community's financial needs. The Director of Finance may increase this amount, as appropriate, while staying within the investment policy objectives and maximum maturity and concentration limits. The eligible banks and savings banks must have Community Reinvestment Act performance ratings of "satisfactory" or "outstanding" from each financial institution's regulatory authority. The minimum credit requirements are located on page 5 of Section IX.D.

I. Criteria and Qualifications of Brokers/Dealers and Direct Issuers

All transactions initiated on behalf of the Pooled Investment Fund and Sacramento County shall be executed through either government security dealers reporting as primary dealers to the Market Group of the Federal Reserve Bank of New York or direct issuers that directly issue their own securities that have been placed on the Approved List of brokers/dealers and direct issuers. Further, these firms must have an investment grade rating from at least two national rating services, if available.

Brokers/Dealers and direct issuers that have exceeded the political contribution limits, as contained in Rule G-37 of the Municipal Securities Rulemaking Board, within the preceding four-year period to the Director of Finance, any member of the Board of Supervisors, or any candidate for the Board of Supervisors, are prohibited from the Approved List of brokers/dealers and direct issuers.

Each broker/dealer and direct issuer will be sent a copy of this Policy and a list of those persons authorized to execute investment transactions. Each firm must

acknowledge receipt of such materials to qualify for the Approved List of brokers/dealers and direct issuers.

Each broker/dealer and direct issuer authorized to do business with Sacramento County shall, at least annually, supply the Director of Finance with audited financial statements.

J. Investment Guidelines, Management Style and Strategy

The Investment Group shall issue and maintain Investment Guidelines specifying authorized investments, credit requirements, permitted transactions, and issue maturity and concentration limits consistent with this Policy.

The Investment Group shall also issue a statement describing the investment management style and current strategy for the entire investment program. The management style and strategy can be changed to accommodate shifts in the financial markets, but at all times they must be consistent with this Policy and its objectives.

K. Approved Lists

The Investment Group, named by the Director of Finance, shall issue and maintain various Approved Lists. These lists are:

1. Approved Domestic Banks for all legal investments.
2. Approved Foreign Banks for all legal investments.
3. Approved Commercial Paper and Medium Term Note Issuers.
4. Approved Money Market Mutual Funds.
5. Approved Firms for Purchase or Sale of Securities (Brokers/Dealers and Direct Issuers).
6. Approved Banks / Credit Unions for the Community Reinvestment Act Program.

L. Calculation of Yield and Costs

The costs of managing the investment portfolio, including but not limited to: investment management; accounting for the investment activity; custody of the assets; managing and accounting for the banking; receiving and remitting deposits; oversight controls; and indirect and overhead expenses are charged to the investment earnings based upon actual labor hours worked in respective areas. Costs of these respective areas are accumulated by specific cost accounting projects and charged to the Pooled Investment Fund on a quarterly basis throughout the fiscal year.

The Department of Finance will allocate the net interest earnings of the Pooled Investment Fund quarterly. The net interest earnings are allocated based upon the average daily cash balance of each Pooled Investment Fund participant.

X. Reviewing, Monitoring and Reporting of the Portfolio

The Review Group will prepare and present to the Director of Finance at least monthly a comprehensive review and evaluation of the transactions, positions, performance of the Pooled Investment Fund and compliance to the California Government Code, Policy, and Investment Guidelines.

Quarterly, the Director of Finance will provide to the Board of Supervisors, the Oversight Committee, and to any local agency participant that requests a copy, a detailed report on the Pooled Investment Fund. The report will also be posted on the Department of Finance website. Pursuant to California Government Code section 53646, the report will list the type of investments, name of issuer, maturity date, par and dollar amount of the investment. For the total Pooled Investment Fund, the report will list average maturity, the market value, and the pricing source. Additionally, the report will show any funds under the management of contracting parties, a statement of compliance to the Policy and a statement of the Pooled Investment Fund's ability to meet the expected expenditure requirements for the next six months.

XI. Withdrawal Requests for Pooled Fund Investors

The Director of Finance will honor all requests to withdraw funds for normal cash flow purposes that are approved by the Director of Finance at a one dollar net asset value. Any requests to withdraw funds for purposes other than immediate cash flow needs, such as for external investing, are subject to the consent of the Director of Finance. In accordance with California Government Code Sections 27133(h) and 27136, such requests for withdrawals must first be made in writing to the Director of Finance. When evaluating a request to withdraw funds, the Director of Finance will take into account the effect of a withdrawal on the stability and predictability of the Pooled Investment Fund and the interests of other depositors. Any withdrawal for such purposes will include par value and any interest earnings in the Pooled Investment Fund on the date of the withdrawal.

XII. Limits on Honoraria, Gifts, and Gratuities

In accordance with California Government Code Section 27133(d), this Policy establishes limits for the Director of Finance; individuals responsible for management of the portfolios; and members of the Investment Group and Review Group who direct individual investment decisions, select individual investment advisors and broker/dealers, and conduct day-to-day investment trading activity. The limits also apply to members of the Oversight Committee. Any individual who receives an aggregate total of gifts, honoraria and gratuities in excess of \$50 in a calendar year from a broker/dealer, bank or service provider to the Pooled Investment Fund must report the gifts, dates and firms to the designated filing official and complete the appropriate State forms.

No individual may receive aggregate gifts, honoraria, and gratuities from any single source in a calendar year in excess of the amount specified in Section 18940.2(a) of Title 2, Division 6 of the California Code of Regulations. This limitation is \$590 for the period January 1, 2023, to December 31, 2024. The limitation for January 1, 2025, to December

31, 2026, will be amended to reflect biennial cost of living adjustments by the State Fair Political Practices Commission by January 2025. Any violation must be reported to the State Fair Political Practices Commission.

XIII. Terms and Conditions for Outside Investors

Outside investors may invest in the Pooled Investment Fund through California Government Code Section 53684. Their deposits are subject to the consent of the Director of Finance. The legislative body of the local agency must approve the Sacramento County Pooled Investment Fund as an authorized investment and execute a Memorandum of Understanding. Any withdrawal of these deposits must be made in writing 30 days in advance and will be paid based upon the market value of the Pooled Investment Fund. If the Director of Finance considers it appropriate, the deposits may be returned at any time to the local agency.

Appendix A

Comparison and Interpretation of Credit Ratings

Long Term Debt & Individual Bank Ratings			
Rating Interpretation	Moody's	S&P	Fitch
<i>Best-quality grade</i>	Aaa	AAA	AAA
<i>High-quality grade</i>	Aa1	AA+	AA+
	Aa2	AA	AA
	Aa3	AA-	AA-
<i>Upper Medium Grade</i>	A1	A+	A+
	A2	A	A
	A3	A-	A-
<i>Medium Grade</i>	Baa1	BBB+	BBB+
	Baa2	BBB	BBB
	Baa3	BBB-	BBB-
<i>Speculative Grade</i>	Ba1	BB+	BB+
	Ba2	BB	BB
	Ba3	BB-	BB-
<i>Low Grade</i>	B1	B+	B+
	B2	B	B
	B3	B-	B-
<i>Poor Grade to Default</i>	Caa	CCC+	CCC
<i>In Poor Standing</i>	-	CCC	-
	-	CCC-	-
<i>Highly Speculative Default</i>	Ca	CC	CC
	C	-	-
<i>Default</i>	-	-	DDD
	-	-	DD
	-	D	D

Short Term / Municipal Note Investment Grade Ratings			
Rating Interpretation	Moody's	S&P	Fitch
<i>Superior Capacity</i>	MIG-1	SP-1+/SP-1	F1+/F1
<i>Strong Capacity</i>	MIG-2	SP-2	F2
<i>Acceptable Capacity</i>	MIG-3	SP-3	F3

Appendix A

Short Term / Commercial Paper Investment Grade Ratings			
Rating Interpretation	Moody's	S&P	Fitch
<i>Superior Capacity</i>	P-1	A-1+/A-1	F1+/F1
<i>Strong Capacity</i>	P-2	A-2	F2
<i>Acceptable Capacity</i>	P-3	A-3	F3